ACT Government
Chief Minister, Treasury and Economic Development

# Freedom of Information Disclosure Log Publication Coversheet

The following information is provided pursuant to section 28 of the *Freedom of Information Act 2016*.

| **Application Details** | |
|---|---|
| Ref. No. | CMTEDDFOI 2024-257 |
| Date of Application | 14 August 2024 |
| Date of Decision | 17 October 2024 |
| Processing time (in working days) | 45 |
| Fees | Waived |
| Decision on Access | Partial Release |
| **Information Requested (summary)** | Documents for the tender and contract for Sierra Rising Pty Ltd for the provision of Defence Industry Support Services 1 August 2023 to 14 August 2024, including correspondence. |

| **Publication Details** | | |
|---|---|---|
| Original application | ☑ Published | ☐ N/A |
| Decision notice | ☑ Published | ☐ N/A |
| Documents and schedule | ☑ Published | ☐ N/A |
| Decision made by Ombudsman | N/A | |
| Additional information identified by Ombudsman | N/A | |
| Decision made by ACAT | N/A | |
| Additional information identified by ACAT | N/A | |

**From:** [redacted]
**To:** CMTEDD FOI
**Subject:** Freedom of Information request
**Date:** Wednesday, 14 August 2024 5:16:47 PM

**Caution:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Please find online enquiry details below. Please ensure this enquiry is responded to within fourteen working days.

**Your details**

**All fields are optional, however an email address OR full postal address must be provided for us to process your request. An email address and telephone contact number will assist us to contact you quickly if we need to discuss your request.**

Title: [redacted]
First Name:
Last Name:
Business/Organisation
Address:
Suburb:
Postcode:
State/Territory:
Phone/mobile:
Email address:

**Request for informati**

**(Please provide as much detail as possible, for example subject matter and relevant dates, and also provide details of documents that you are not interested in.)**

Under the Freedom of Information Act 2016 I want to access the following document/s (*required field):

drafts, final documents, reports, briefs, memorandum and notes for file regarding the tender and contract awarded to Sierra Rising Pty Ltd (ABN: 73662784241) for the provision of Defence Industry Support Services to the ACT government from 1 August 2023 to 14 August 2024. Including correspondence to and from [redacted].

I do not want to access the following documents in relation to my request::

Thank you.
Freedom of Information Coordinator

ACT Government
Chief Minister, Treasury and Economic Development

Our ref: CMTEDDFOI 2024-257

[redacted]

## FREEDOM OF INFORMATION REQUEST – NOTICE OF DECISION

I refer to your application under section 30 of the *Freedom of Information Act 2016* (the Act), received by the Chief Minister, Treasury and Economic Development Directorate (CMTEDD) on 14 August 2024.

Specifically, you have sought access to the following information:

> *Drafts, final documents, reports, briefs, memorandum and notes for file regarding the tender and contract awarded to Sierra Rising Pty Ltd (ABN: 73662784241) for the provision of Defence Industry Support Services to the ACT government from 1 August 2023 to 14 August 2024. Including correspondence to and from* [redacted]

On 15 August 2024 you were contacted to clarify the scope of your request. On that date you were advised by email that the scope of your request relating to "correspondence to and from [redacted]" was interpreted to include correspondence to and from [redacted] held by CMTEDD related to the contract and documents requested only.

On 15 August 2024 you confirmed that the scope of your request relating to correspondence was to be interpreted as follows:

> *"I would like to request correspondence to and from* [redacted] *regarding any contract or tender through which she engaged with CMTEDD in the time period specified."*

On 15 August 2024, you confirmed on the phone that you were not requesting [redacted] personal correspondence. You also confirmed that your request included information relating [redacted] involvement with contracts and tenders, which has been interpreted to refer to procurement/tender processes. On that date you agreed by email to the following **revised scope** of requested information:

- *"Drafts, final documents, reports, briefs, memorandum and notes for file regarding the tender and contract awarded to Sierra Rising Pty Ltd (ABN: 73662784241) for the provision of Defence Industry Support Services to the ACT government from 1 August 2023 to 14 August 2024. This includes correspondence to and from* [redacted] *regarding any contract or tender through which she engaged with CMTEDD in the time period specified, relating to procurement and or tender processes.*

- *The interpretation of this scope excludes any personal correspondence with* [redacted] *relating to personal contracts (if any)."*

## Authority

I am an Information Officer appointed by the CMTEDD Director-General under section 18 of the Act to deal with access applications made under Part 5 of the Act.

## Timeframes

In accordance with section 40 of the Act, CMTEDD is required to provide a decision on your access application within 30 days.

As this matter required third party consultation, the decision due date was extended by 15 working days, in accordance with section 40(2) of the Act.

Therefore, a decision is due by **17 October 2024.**

## Decision on access

Searches of CMTEDD records have identified 40 documents within the scope of your request.

I have decided to grant **full access** to two documents.

I have decided to grant **partial access** to 38 documents.

The records identified as relevant to your application are listed in the schedule enclosed at **Attachment A**. This provides a description of each document that falls within the scope of your request and the access decision for each of those documents.

Duplicate information has been excluded from the document total.

## Release of documents

The information being released to you is provided at **Attachment B**.

## Statement of Reasons

In accordance with section 54(2) of the Act a statement of reasons outlining my decisions is below. In reaching my access decisions, I have taken the following into account:

- the Act
- the information that falls within the scope of your request
- third party views
- *Human Rights Act 2004*
- *Government Procurement Act 2001*

As a decision maker, I am required to determine whether the information within scope is in the public interest to release. To make this decision, I am required to:

- assess whether the information would be contrary to public interest to disclose as per **Schedule 1** of the Act.
- perform the public interest test as set out in section 17 of the Act by balancing the factors favouring disclosure and factors favouring non-disclosure in **Schedule 2** of the Act.

Duplicate copies of information have been redacted as 'duplicate' such as duplicate copies of emails.

## Exemptions claimed

**Schedule 1: Information taken to be contrary to the public interest.**

No schedule 1 factors were identified.

**Public Interest Test**

The Act has a presumption in favour of disclosure. As a decision maker I am required to decide where, on balance, public interests lies. As part of this process I must consider factors favouring disclosure and non-disclosure.

In *Hogan v Hinch* (2011) 243 CLR 506, [31] French CJ stated that when 'used in a statute, the term [public interest] derives its content from "the subject matter and the scope and purpose" of the enactment in which it appears'. Section 17(1) of the Act sets out the test, to be applied to determine whether disclosure of information would be contrary to the public interest. These factors are found in subsection 17(2) and Schedule 2 of the Act.

**Schedule 2: Factors to be considered when deciding the public interest.**

Taking into consideration the information contained in the documents found to be within the scope of your request, I have identified that the following public interest factors are relevant to determine if release of the information contained within these documents is within the 'public interest'.

***Factors favouring disclosure (Section 2.1)***

- *Section 2.1(a)(i) - promote open discussion of public affairs and enhance the government's accountability.*
- *Section 2.1(a)(ii) - contribute to positive and informed debate on important issues or matters of public interest.*
- *Section 2.1(a)(iv) - ensure effective oversight of expenditure of public funds.*

Information within scope of your request rates to procurement and contracts executed under procurement process relating to Defence industry support services. It is reasonable to consider that the release of this information may enhance the government's accountability, including the accountability for public spending. The scope of the requested information is connected with contracts that are published on the contracts register, related to Contract Number CLD29753, which can be accessed here: https://www.tenders.act.gov.au/contract/view?id=213995

I am satisfied that these factors favouring disclosure carry some weight. However, these factors are to be balanced against the factors favouring nondisclosure.

***Factors favouring nondisclosure (Section 2.2)***

- *Section 2.2(a)(ii) - prejudice the protection of an individual's right to privacy or any other right under the Human Rights Act 2004.*
- *Section 2.2(a)(xi) - prejudice trade secrets, business affairs or research of an agency or person.*
- *Section 2.2(a)(xiii) - prejudice the competitive commercial activities of an agency.*

I have considered the impact of disclosing information which relates to business affairs. In the case of *Re Mangan and The Treasury* [2005] AATA 898 the term 'business affairs' was interpreted as meaning 'the totality of the money-making affairs of an organisation or undertaking as distinct from its private or internal affairs'. Schedule 2 section 2.2(a)(xi) allows for government information to be withheld from release if disclosure of the

information could reasonably be expected to prejudice the trade secrets, business affairs or research of an agency or person.

Information located within scope of your request includes procurement that occurred in accordance with the *Government Procurement Act 2001*, and the *ACT Government Regulation 2001.* Accordingly, some of the documents contain confidential business information of both the Territory and third parties. I have decided that release of such information would be prejudicial to the commercial activities of the Territory, noting there is confidential text in the contract documents, and contractual negotiations occurring on the contents of the contract is confidential under section 18 of the *Government Procurement Act.*

Businesses undertaking development activities in the ACT may expect that any sensitive business information they provide to the Government will be held in confidence. However, businesses that provide information to government do so with the knowledge that government held information may be subject to an access application made under Freedom of Information legislation. Those who do business with government must also recognise that governments have to balance the commercial interests of businesses with the principles of openness and transparency, and that the weight of the public interest in protecting business information will depend on a variety of factors, including how commercially sensitive the information is, its age, its current relevance and the extent to which it has entered the public domain.

In this respect I note that the contract and the variation of contract is publicly available, with some personal and confidential business information excluded from publication. Accordingly, I have decided to redact the material within scope of your request where the information is not publicly available and is contrary to the public interest to release.

The contract documents can be viewed here:
https://www.tenders.act.gov.au/contract/view?id=213995

In addition, the information within scope contains personal information of third parties and ACT Government staff. Where public servants' personal information is included in a document because of their usual duties or responsibilities, it is generally considered reasonable to disclose unless special circumstances exist.

Third consultation was undertaken as part of processing this request and I have taken these views into consideration. Due to the nature of the working being undertaken, personal safety concerns are a factor that I have placed significant weight upon. Accordingly, I have decided to redact names and personal contact information of third parties as well as staff names and position titles as releasing the information would be contrary to section 12 of the *Human Rights Act 2004.* In this respect I have decided to release the domain names of email addresses to identify where correspondence such as emails was sent by ACT Government employees. In addition, I have released public email addresses for ACT Government, noting that these are the usual email addresses to be used for corresponding relating to procurement and contract information.

However, when considering this finding against the factors favouring nondisclosure, I am satisfied that the protection of an individual's right to privacy, especially in the context of conducting commercially sensitive business contract negotiations relating to procurement, is a significant factor as the parties involved have provided their personal information for the purposes of employment and conducting private business which, in my opinion, outweighs the benefit which may be derived from releasing the personal

information of the individual's involved in this matter. These individuals are entitled to expect that the personal information they have supplied as part of this process will be dealt with in a manner that protects their privacy.

Having applied the test outlined in section 17 of the Act and deciding that release of personal information contained in the documents is not in the public interest to release, I have chosen to redact this specific information in accordance with section 50(2). Noting the pro-disclosure intent of the Act, I am satisfied that redacting only the information that I believe is not in the public interest to release will ensure that the intent of the Act is met and will provide you with access to the majority of the information held by CMTEDD within the scope of your request.

## Charges

Pursuant to *Freedom of Information (Fees) Determination 2018* processing charges are applicable for this request because the total number of pages to be released to you exceeds the charging threshold of 50 pages. However, the charges have been waived in accordance with section 107(2)(b) of the Act.

## Online publishing – Disclosure Log

Under section 28 of the Act, CMTEDD maintains an online record of access applications called a disclosure log.

Your original access application and my decision will be published on the CMTEDD disclosure log. Your personal contact details will not be published.

## Ombudsman Review

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek Ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is provided to you, or a longer period allowed by the Ombudsman.

We recommend using this form *Applying for an Ombudsman Review* to ensure you provide all of the required information. Alternatively, you may write to the Ombudsman at:

The ACT Ombudsman
GPO Box 442
CANBERRA ACT 2601

Via email: actfoi@ombudsman.gov.au

## ACT Civil and Administrative Tribunal (ACAT) Review

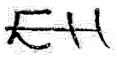
Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal
GPO Box 370
Canberra City ACT 2601
Telephone: (02) 6207 1740

http://www.acat.act.gov.au/

Should you have any queries in relation to your request please contact the CMTEDD FOI Team by telephone on 6207 7754 or email CMTEDDFOI@act.gov.au.

Yours sincerely



Emma Hotham
Information Officer
Chief Minister, Treasury and Economic Development Directorate

17 October 2024

ACT Government
Chief Minister, Treasury and Economic Development

# FREEDOM OF INFORMATION REQUEST SCHEDULE

| WHAT ARE THE PARAMETERS OF THE REQUEST | Reference No. |
|---|---|
| **Revised scope:**<br>• ***Drafts, final documents, reports, briefs, memorandum and notes for file regarding the tender and contract awarded to Sierra Rising Pty Ltd (ABN: 73662784241) for the provision of Defence Industry Support Services to the ACT government from 1 August 2023 to 14 August 2024. This includes correspondence to and from [redacted] regarding any contract or tender through which she engaged with CMTEDD in the time period specified, relating to procurement and or tender processes.***<br>• ***The interpretation of this scope excludes any personal correspondence with [redacted] relating to personal contracts (if any).*** | **CMTEDDFOI 2024-257** |

| Ref No | Page number | Description | Date | Status | Reason for Exemption | Online Release Status |
|---|---|---|---|---|---|---|
| 1 | 1-11 | Procurement of Defence Industry Support Services - Market Benchmarking - June 2023 - Spinach Ventures | 22/06/2023 | Full | | Yes |
| 2 | 12-15 | Procurement of Defence Industry Support Services - Simple Procurement Risk Assessment Checklist | undated | Full | | Yes |
| 3 | 16-33 | Procurement of Defence Industry Support Services - Request for Quotation (RFQ) Statement of Requirement | 15/09/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 4 | 34-37 | Internal Minute – Approval of RFQ For Defence Industry Support Services positions | 15/09/2023 | Partial | Sch 2, s 2.2(a)(ii)<br>Sch 2, s 2.2(a)(xi) | Yes |
| 5 | 38-42 | Procurement Plan Minute - CM2023/3251 | 15/09/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 6 | 43-63 | Response to RFQ - PICM0001121- Request for Quotation Supplier Response Form | 22/09/2023 | Partial | Sch 2, s 2.2(a)(ii)<br>Sch 2, s 2.2(a)(xi) | Yes |
| 7 | 64 | Procurement of Defence Industry Support Services - Confidentiality Undertaking | 25/09/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 8 | 65 | Procurement of Defence Industry Support Services - Conflict of Interest Disclosure | 25/09/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 9 | 66 | Procurement of Defence Industry Support Services - Confidentiality Undertaking | 26/09/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 10 | 67 | Procurement of Defence Industry Support Services - Conflict of Interest Disclosure | 26/09/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 11 | 68 | Procurement of Defence Industry Support Services - Confidentiality Undertaking | 26/09/2024 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 12 | 69 | Procurement of Defence Industry Support Services - Conflict of Interest Disclosure | 26/09/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |

| | | | | | | |
|---|---|---|---|---|---|---|
| 13 | 70-71 | Email chain, Subject: "RE: Procurement Advice- Summary of meeting" | 29/09/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 14 | 72-73 | Procurement of Defence Industry Support Services - Evaluation Report | 29/09/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 15 | 74-77 | Procurement of Defence Industry Support Services - Panel Evaluation Worksheet | 29/09/2023 | Partial | Sch 2, s 2.2(a)(ii)<br>Sch 2, s 2.2(a)(xiii) | Yes |
| 16 | 78-79 | Email chain – Subject: "Re: Defence Industry Support Services - EBM Approval Container" | 10/10/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 17 | 80-81 | Approval Minute - Procurement of Defence Industry Support Services - Sierra Rising Pty Ltd | 11/10/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 18 | 82-96 | Defence Industry Support Services - Sierra Rising Pty Ltd - Contract - October 2023 | 17/10/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 19 | 97 | Caveat Brief - Appointment of Defence Industry Support Services provider | 30/11/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 20 | 98-100 | Internal Minute - Extension of Defence Industry Support Services | 11/04/2024 | Partial | Sch 2, s 2.2(a)(ii)<br>Sch 2, s 2.2(a)(xi) | Yes |
| 21 | 101 | Email, Subject: "DISS extension …" [Defence Industry Support Services (DISS)] | 11/04/2024 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 22 | 102-104 | Letter of Variation- Sierra Rising Pty Ltd | 15/04/2024 | Partial | Sch 2, s 2.2(a)(ii)<br>Sch 2, s 2.2(a)(xi) | Yes |
| 23 | 105 | Purchase Order - CLD34075 | 26/04/2024 | Partial | Sch 2, s 2.2(a)(ii)<br>Sch 2, s 2.2(a)(xi) | Yes |
| 24 | 106 | Email chain, Subject: "Questions regarding RFQ…" | 18/09/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 25 | 107-108 | Email chain, Subject: "Defence Industry Support Services – Contract" | 22/09/2023-<br>13/10/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 26 | 109-110 | Email chain, Subject: "Letter of Variation – DISS" | 12/04/2024-<br>15/04/2024 | Partial | Sch 2, s 2.2(a)(ii)<br>Sch 2, s 2.2(a)(xi) | Yes |
| 27 | 111 | Email chain, Subject: "… Response to RFQ" | 22/09/2023 | Partial | Duplicate<br>Sch 2, s 2.2(a)(ii)<br>Sch 2, s 2.2(a)(xi) | Yes |
| 28 | 112 | Email, Subject: "… Additional Information" | 21/09/2023 | Partial | Sch 2, s 2.2(a)(ii)<br>Sch 2, s 2.2(a)(xi) | Yes |
| 29 | 113-114 | Email chain, Subject: "… Procurement for Defence Industry Support Services …edits/ queries" | 07/09/2023-<br>09/09/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 30 | 115 | Email chain, Subject: "-DISS signed contract" | 17/10/2023 | Partial | Sch 2, s 2.2(a)(ii)<br>Sch 2, s 2.2(a)(xi) | Yes |

| | | | | | | |
|---|---|---|---|---|---|---|
| 31 | 116-117 | Email chain, Subject: "DISS Extension" | 06/03/2024 | Partial | Sch 2, s 2.2(a)(ii)<br>Sch 2, s 2.2(a)(xi) | Yes |
| 32 | 118 | Email - Defence Industry Support Services Extension | 11/04/2024 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 33 | 119-121 | Letter-of-Variation- Sierra Rising Pty Ltd | 12/04/2024 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 34 | 122 | Outlook meeting message for meeting on 26/09/2024 | undated | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 35 | 123 | Email, Subject: " Defence Industry Support Services" | 25/09/2023 | Partial | Sch 2, s 2.2(a)(ii)<br>Sch 2, s 2.2(a)(xi) | Yes |
| 36 | 124 | Email, Subject: "Request for Quotation - Defence Industry Support Services..." | 15/09/2024 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 37 | 125 | Email, Subject: "Request for Quotation ..." | 15/09/2023 | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 38 | 126 | Outlook meeting invitation for Procurement of Defence Industry Support Services - Panel review | 25/09/2023 | Partial | Sch 2, s 2.2(a)(ii)<br>Sch 2, s 2.2(a)(xi) | Yes |
| 39 | 127 | Outlook meeting invitation for - Defence Industry Support Services contract – Individual review | undated | Partial | Sch 2, s 2.2(a)(ii) | Yes |
| 40 | 128 | Email - Subject: "Defence Industry Support Services contract" – Individual review | 13/10/2023 | Partial | Schedule 2, s 2.2(a)(ii)<br>Schedule 2, s 2.2(a)(xi) | Yes |
| Total No of Docs | | | | | | |
| 40 | | | | | | |

JUNE 22, 2023

# DEFENCE INDUSTRY ADVISOR

REMUNER

ACT GOVERNMENT

*We cultivate work cultures where people flourish, businesses thrive and communities prosper*

spinach ventures

# 1 EXECUTIVE SUMMARY

The Australian defence industry employed 61,600 people and contributed $10.6 billion to the Australian economy in the 2021-22 financial year (ABS, 2022).

Defence industries create a significant number of jobs in the Canberra region, boosting employment across many sectors including transport, retail trade, construction, and the professional and technical services sectors.

In March 2017, the ACT government announced the formation of the ACT Defence Industry Advisory Board to support further Defence sector innovation and jobs growth across Canberra, benefiting the local community and economy.

The role in focus provides an important advisory role to help grow the defence, cyber security, and space sectors in Canberra. There are two Defence Industry Advisor roles, both on a part time basis (approximately two days per week). The role requires a depth of experience, credibility and knowledge across the sector and an ability to drive the priorities identified in the Established, Capable, Skilled Defence Strategy.

A position description has been progressed and sits at Attachment A for review and finalisation. This report provides an overview of relevant market salary data and provides recommendations on the initial remuneration range for the role of Defence Industry Advisor.

# 2 ACT GOVERNMENT'S REQUIREMENT

Ensuring individuals are correctly remunerated in the context of both the role they are required to fulfil and the relevant market factors at play is an essential foundation for success. Ultimately, ensuring individuals are correctly and fairly remunerated can impact both attraction of new candidates and retention of the current incumbents.

When undertaking a salary review the following factors are typically considered:

1) An assessment of the market in relation to appropriate comparators (e.g., job role, sector, location, organisation size, skill availability);
2) Where the organisation wishes to position itself in relation to the market and relevant budget considerations;
3) The organisations purpose and values, whether or not it wishes to link pay to performance, and internal relativities between positions and roles.

The ACT Government (Economic Development Division of the Chief Minister, Treasury and Economic Development Directorate) has asked for benchmarking guidance on the role of Defence Industry Advisor. In addition, it was requested to progress a position description for the role, based on the provided template and initial draft.

This report will focus on providing recommendations in line with point (1) above, enabling the reviewing committee to then put this into the context of the organisation, its budget (2) and individual performance factors (3).

It does not advise on the instrument and method of role appointment (i.e., if an executive appointment, non-statutory appointment or a ministerial appointment) nor the associated contractual arrangements.

# 3 General Market Assessment

## 3.1 Economic Snapshot

It is well known that the global pandemic has had considerable impact on the employment market. According to latest Australian Bureau of Statistics data (March 2023), unemployment across Australia is 3.5% at present compared to 5.3% twelve months ago. The ACT has the lowest unemployment rate of all states and territories at 3.0%. Coupled with this, Australia is facing a skills shortage at an unprecedented level with 88% of employers stating this is having a real impact on their growth and operations, compared to 69% a decade ago (Hays Salary Guide, 2023). Concurrently wage growth has increased to its highest since 2012 at 3.6% average for the twelve-month period to December 2022.

The Fair Work Commission announced a 5.75% increase on the minimum wage rates from 1St July 2023. In addition, superannuation minimum contributions increased at the same time to 11% from 10.5% with further increases of 0.5% set to take place each year up to 2025.

During the same period, the annual inflation rate stands at 7.0% (March 2023), down from a thirty year high of 7.8% in the previous quarter (ABS, April 2023).

Uncertainties in the economic outlook remain with four key factors at play:

- The international environment
- Wage and price setting behaviour
- Household consumption
- Energy and supply shocks.

A further key area of substantial uncertainty is what the current high inflation and cost-of-living pressures will do to price and wage expectations in Australia. Real wages are declining and with the labour market experiencing low unemployment and significant skills shortages, employees are seeking (and likely to get) further wage increases (RBA Economic Snapshot, November 2022).

## 3.2 Implications for Remuneration – General

General market data from the Hays Salary Guide 2023/2024, indicates that:

- 95% of employers plan to increase salaries this year, up from 88% last year
- A third of employers are looking to increase salaries by <3%, just over half plan to increase salaries by 3-6% and the remaining by ≥7%.

The four key factors driving salary increases are:

1. Competition among a continued and growing skills shortage
2. The ripple effect of falling real wages.
3. The impact of pay transparency.
4. Employees prepared to ask for a salary raise (has increased)

The top considerations of organisations when determining pay increases were in order as follows:

1. Individual Performance (84%)
2. Responsibilities of the role (68%)
3. External typical salaries for the role (54%)
4. The organisations performance (46%)
5. Skills shortages in the employee's field (42%)
6. The organisation's set pay structure (42%)
7. Expertise (41%)
8. The ease of attracting new talent if the employee resigned (35%)
9. Seniority of the role (34%)

(Hays Salary Guides, 2022 and 2023)

It is important to note that the broad variability is likely affected by significant differences in financials, scale and size of organisations, location (local, national, international), complexity and the mix of industries.

# 4 MARKET ASSESSMENT

There are several factors to consider when setting the salaries/fees for the role of Defence Industry Advisor.

The role is not an ACT Government employee under usual terms and conditions of employment (including instrument of employment or salary classification levels). It is an appointed role to the ACT Government providing advocacy and representation.

The role of Defence Industry Advisor does not have staff or budgetary accountability which the comparative roles (used in benchmarking) would possess. However significant senior leadership experience has been identified as critical to success, with strong knowledge of the Defence sector and extensive networks and credibility across industry, government, and knowledge institutions.

Roles selected for comparison were knowledge-based roles requiring strong advocacy, networking, relationship and influencing skills as well as influence on strategy and policy directions at a senior level.

There was no publicly available information on directly comparative roles across other State and territory Governments.

<u>Market Data – Notes</u>

1. In completing this review, a number of data sources and relevant market information related to setting remuneration, have been utilised. Including:
   - Pro Bono Salary Survey 2023 (Not for Profit)
   - ACT Remuneration Tribunal Determination (13 of 2022 – Part-time Public Officer Holders)
   - Hays Salary Guide 2023
   - Robert Half Salary Guide 2023
   - Australian Public Service Remuneration Report 2021 (published 12 August 2022)

2. In providing similar roles current job boards were utilised. It should be noted that many positions do not advertise salaries, including at CEO or more senior levels.

2. The position description has been used as the basis for this assessment. This was developed through review of draft position description, review of current strategy and an exploratory meeting with current incumbent, Kate Lundy, and Sarah Free of the Economic Development Division within the Directorate.

3. All salary range rates are quoted excluding superannuation and benefits.

The following data points are provided for reference and benchmark purposes (where available median salary for full time equivalent, FTE, is provided):

## Salary Survey Data

| *Industy/Title* | *Median (range where available)* |
|---|---|
| Defence Industry Advisory Board Chair[1] | $38 640* |
| Defence Industry Advisory Board Defence Ambassador | $27,605* |
| Defence Industry Sector Member | $615 per diem |
| ACT Government - Part Time Office Holders - Members (varying committees, advisory boards and councils) | $505 per diem** |
| APSC Median SES Band 1 (FY2021)[2] | $211,395 |
| APSC Median SES Band 2 (FY2021) | $275,000 |
| Business Development Manager (Defence Industry, ACT) | $250,000 ($150,000-$350,000) |
| Policy & Strategy - Government Relations Manager (ACT) | $112,000 ($92,000-$133,000) |
| CEO (Peak Body/Professional Association) | $138 500 ($119 500 - $157 500) |
| CEO (NFP Sector, Less than 5 employees) | $113 785 ($91 690 - $146 544) |
| Business Advisory Services - Partner (National) | $244,500 |
| Business Intelligence Manager (National) | $163,000 |

**time commitment/FTE unknown, figures increasing approx. 5% in total since 2020 determination*

***Average across a range of various bodies*

## Similar Roles – Publicly Available Remuneration

The roles below are currently advertised vacancies and are provided as comparators given the information is publicly available but also to provide a range of examples across roles that require heavy focus on advocacy, policy and building strategic partnerships. These roles are likely to be smaller in terms of size, industry, scale and complexity however provide a baseline to compare and contrast with. Many roles do not publish salaries, including CEO or Executive level roles. They are all full-time equivalent salaries (exclusive of superannuation and benefits).

| | | |
|---|---|---|
| Advocacy Lead | Local Council (VIC) | $117,000-$131,000 |

[1] The Defence Industry Advisory Board is no longer in operation. Primary accountability for Defence Industry representation is with Defence Industry Advisor roles.

[2] SES positions within the Australian Public Service are comparable in the context of the seniority and ecosystem in which the role is required to operate. SES roles have broader leadership and budgetary accountability however they are deemed SES where they provide one or more of the following to a high level: 1) professional or specialist expertise 2) policy advice 3) program or service delivery and/or 4) regulatory administration as well as promoting cooperation across agencies and portfolio boundaries

| | | |
|---|---|---|
| GM, Policy & Advocacy | Peak Body (Health sector) | $130,000 |
| Senior Policy Advisor | Peak Body (Health sector) | $120,000-$130,000 |
| Strategic Partnerships Lead | Peak Body (Community Sector) | $125,000-$150,000 |

# 5 RECOMMENDATIONS

Based on salaries for comparable experience and knowledge in the market the following fee range is recommended:

| *Role* | *Recommended Base Salary/Fee Range** |
|---|---|
| Defence Industry Advisor | $52,000 - $72,000 ($130,000- $180,000FTE) |

*Exclusive of superannuation or other allowances

This assessment is based upon a pure benchmark of the requirements of the roles within the context of the market and is based on a time commitment of two days per week on average (or 0.4 of a Full Time Equivalent). It is recognised that the estimated average number of hours over a normal year of activity may fluctuate over weeks/months and as such an hourly rate is not recommended.

When determining remuneration levels, it is noted that the ACT Remuneration Tribunal or relevant decision maker should consider the following as it relates to the context in which the role(s) operate:

- the nature of the work;
- the degree of accountability and responsibility;
- the skills and experience of the appointee;
- the value or benefits the position will bring to the ACT; and
- comparable remuneration levels in other jurisdictions.

## ATTACHMENT A: POSITION DESCRIPTION

# POSITION DESCRIPTION

**Directorate: Chief Minister, Treasury and Economic Development Directorate (CMTEDD)**

**Division: Economic Development** | **Position Numbers:**

**Position Title: Defence Industry Advisor (DIA)** | **Location: Canberra (Remote work available)**

**Classification:** | **Last Reviewed: 22/06/2023**

**Term: Two Years** | **Time Commitment: 2 days per week (part-time)**

The Australian Capital Territory Public Service (ACTPS) is a values-based organisation where all employees are expected to embody the prescribed core values of respect, integrity, collaboration and innovation, as well demonstrate the related signature behaviours.

### DIRECTORATE OVERVIEW

The Chief Minister, Treasury and Economic Development Directorate (CMTEDD) leads the public sector and works collaboratively both within government and with the community to achieve positive outcomes.

As a central agency, CMTEDD provides strategic advice and support to the Chief Minister, the Directorate's Ministers and the Cabinet on policy, economic and financial matters, service delivery, whole of government issues and intergovernmental relations. The Directorate facilitates the implementation of government priorities, drives initiatives as well as leads the strategic direction for the ACT Public Service (ACTPS), to ensure that it is well positioned to perform its role.

### DIVISION OVERVIEW

The role of the Economic Development Division is to facilitate the diversification and strengthening of the ACT economy as well as the creation of a vibrant community that will attract and retain people in the city.

Key Sectors sits within the Division and is responsible for supporting ACT Defence, Space and Cyber industry. This spans across business, research and academia, and professional bodies. The work undertaken by Key Sectors includes:

- Facilitating and supporting ACT industry attendance major industry exhibition events as part of Team Canberra.

- Development, coordination, and delivery of a range of key strategic initiatives and major projects to support industry.
- Development and implementation of ACT Government work programs designed to support industry.
- Support to the Chief Minister in working with and support industry.

## ROLE OVERVIEW

The Defence Industry Advisor facilitates innovation and growth opportunities within the ACT by identifying, connecting, aligning, promoting, and championing Defence related industries (SMEs). The role plays a crucial advocacy role in driving growth across the local industry to secure more Defence contracts, and to preserve and grow local jobs.

## KEY RESPONSIBILITIES

An overview of the key responsibilities of the role are as follows:

- **Engage, Connect and Influence**: Identifying, developing, and supporting new strategic partnership opportunities that align with strategic priorities to grow the defence industry in the Canberra region. Building and managing collaborative relationships with key stakeholders including government, SMEs and other key stakeholders to create connections and opportunities for ACT defence-related businesses to meet with customers and decision-makers.

- **Strategy & Policy:** Provision and input to ACT Government strategy and policy development including identifying opportunities for key sector growth where the ACT has competitive advantage. Plan, research and develop strategic responses to industry issues and challenges within the ACT.

- **Business Advisory**: Providing advice and coaching to ACT businesses to respond to business challenges that they are facing. This includes advice on defence procurement and practices and assisting business to ascertain and leverage market intelligence.

- **Representation**: representing the ACT Government as the ACT Defence Ambassador across regular state and territory meetings, industry conferences and forums, award functions and other defence related events. This includes leading pre and post event briefings and reports.

- **Liaison:** Regular engagement with ACT Government Key Sectors team to provide advice, updates and sharing of information regarding ongoing priorities and opportunities relating to defence-related industry, including space and cyber-security activities. Collaborate with counterparts across other states and territories.

- **Knowledge:** Understanding ACT Government's economic development priorities, strategic imperatives and initiatives as well as monitoring and understanding research, sector developments and emerging trends in order to identify opportunities for industry growth and prosperity within the ACT.

## WHAT YOU REQUIRE

### Knowledge, Skills and Experience

- Strong Industry knowledge (strategy, policy, systems, processes, people and culture) across Defence, Space and Cyber
- Understanding of sustainability and growth challenges facing small to medium enterprises within the sector
- Significant senior executive leadership experience and credibility across industry and government
- Demonstrated ability to develop trusted relationships and generate new opportunities through established personal networks (relevant connections across industry)

In addition, you must have an awareness of potential conflicts of interest (real or perceived) in this role.

### Behavioural Competencies

| | |
|---|---|
| Building Relationships | Builds rapport; creates a positive impression; adapts interpersonal style; maintains good working relationships; offers help; builds and maintains networks; develops cross-functional awareness; manages conflict. |
| Influence | Establishes credibility; develops compelling positions; appeals to emotions; persuades others; gains agreement; manages political situations. |
| Communication | Understands spoken information; speaks clearly; engages others when speaking; adapts to the audience. |
| Writing | Understands written information; writes with clarity; writes in an engaging style. |
| Creativity and Innovation | Generates new ideas; embraces new ideas. |
| Strategic Thinking | Thinks broadly; considers strategic vision; drives improvement. |
| Commercial Thinking | Considers financial impact; develops new business opportunities; uses resources efficiently; manages commercial risks. |

### Compliance Requirements / Qualifications

The DIA role is not required to have any specific qualifications. In selecting suitable candidates, a range of mature experience across defence, business, innovation, research, and governance will be highly regarded.

Applicants should declare any perceived or potential conflicts of interest such as advisory roles, memberships or current responsibilities that may preclude objective evaluation of projects.

Applicants will be required to travel both nationally and internationally as required, including for periods greater than two days at a time.

**Application Requirements**

Applicants should submit a a cover letter addressing your suitability to the selection criteria:

1. demonstration of your commitment, connection to and understanding of the ACT knowledge economy;
2. how your skills, experience and behaviours makes you best suited for the DIA role; and
3. your approach to being aware of and managing your conflicts of interest when supporting Defence industry as an ACT Government representative.

**WORK ENVIRONMENT DESCRIPTION**

The following work environment description outlines the inherent requirements of the role of the DIA and indicates how frequently each of these requirements would be performed. Please note that ACTPS is committed to providing reasonable adjustment and ensuring all individuals have equal opportunities in the workplace.

| ADMINISTRATIVE | FREQUENCY |
|---|---|
| Telephone use | Occasionally |
| General computer use | Frequently |
| Extensive keying/data entry | Never |
| Graphical/analytical based | Never |
| Sitting at a desk | Occasionally |
| Standing for long periods | Never |
| Designated workstation | Never |

| STANDARD HOURS | FREQUENCY |
|---|---|
| Access to Accrued Days Off (ADO's) | Never |
| Peaks and troughs | Occasionally |
| Frequent overtime | Never |
| Rostered shift work | Never |

| SOCIAL DEMANDS | FREQUENCY |
|---|---|
| Work with others towards shared goals in a team environment | Frequently |
| Work in isolation from other staff (remote supervision) | Frequently |
| Working in a call centre environment | Never |
| Working directly with the public | Frequently |

| PHYSICAL DEMANDS | FREQUENCY |
|---|---|
| Distance walking (large buildings or inter-building transit) | Never |
| Working outdoors | Never |

| MANUAL HANDLING | FREQUENCY |
|---|---|
| Lifting 0 – 5kg | Never |
| Lifting 5 – 10kg | Never |
| Lifting 10kg+ | Never |
| Climbing | Never |
| Reaching | Never |
| Bending/squatting | Never |
| Push/pull | Never |
| Sequential repetitive movements in a short amount of time | Never |

| TRAVEL | FREQUENCY |
|---|---|
| Frequent travel – multiple work sites | Never |
| Frequent travel – driving | Never |
| Frequent travel – interstate | Never |

| SPECIFIC HAZARDS | FREQUENCY |
|---|---|
| Working at heights | Never |
| Exposure to extreme temperatures | Never |
| Operation of heavy machinery e.g. forklift | Never |
| Confined spaces | Never |
| Excessive noise | Never |
| Low lighting | Never |
| Handling of dangerous goods/equipment | Never |
| Working with asbestos | Never |
| Potential to encounter agitated customers | Never |
| Exposure to potentially distressing case material | Never |

| OTHER | FREQUENCY |
|---|---|
| Uniform required | Never |
| Personal Protective Equipment (PPE) required | Never |

,

ACT Government

Objective/Trim Reference:
Procurement Unique Identifier:

# Simple
# Procurement Risk Assessment for Defence industry support services 2023 - 2024 Procurement Process

This Risk Assessment is to identify common procurement risks for simple goods and services procurements up to $200,000 (GST incl).

## Managing Risk throughout the Procurement Lifecycle

Risk should be considered at the earliest phase of procurement planning and be continuously reviewed and updated throughout the procurement lifecycle. This is important as the levels of risk may change, or new risks may arise as the procurement progresses. This checklist should be completed at the start of a procurement process and reviewed frequently as the procurement progresses to document any change in the risk profile.

### Planning phase

*Planning is the point at which you have decided to go ahead with a procurement. This phase involves identifying the need for the procurement, assessing risk, and thinking about how you will comply with procurement and ACT Government policy, legislation, and regulation.*

| # | Questions | Response |
|---|---|---|
| 1. | **Is the need for the Procurement clearly defined?**<br>*Note: When starting your procurement planning, it's important to define the reasons why you need to buy goods, works or services and plan for associated risks.*<br>*Key considerations when undertaking a need analysis:*<br>• *Who you are buying for and who needs the goods, works or service?*<br>• *Is the procurement process the best option for achieving the intended outcome?*<br>• *Can Value for Money be better achieved through insourcing, reusing, or repurposing existing goods or services?*<br>• *Is it aligned to the objectives of the Territory Entity and the ACT Government?*<br>• *Does it meet the expected outcomes of your procurement?*<br>• *Are you clear on what good or service you are purchasing?* | Yes |
| 2. | **Does the intended approach to market propose seeking less than three quotes (for procurements with an estimated value of more than $25,000 (GST incl) but less than $200,000 (GST incl), and if so, has an exemption from the quotation and tender thresholds been sought from the relevant delegate?**<br>*Consider: quotation and Tender threshold requirements. Is an exemption from quotation and Tender threshold requirements required?*<br>*For more information see the Approach to Market and Request Types Better Practice Guide.* | No |

| | | |
|---|---|---|
| | | |
| 3. | **Have the Whole of Life Cost of the procurement been estimated?**<br>*Consider: Acquisition costs, Operating Costs, Maintenance Costs, End of Life costs, and use a method to calculate Whole of Life Costs that is relative to the scale, scope and risk associated with the procurement.*<br>*For further information see the Calculating Whole of Life Costs Procurement Better Practice Guide.* | Yes |
| 4. | **Have all aspects of probity been considered and are processes in place to manage probity issues if they arise during the procurement?**<br>*Consider: The Probity Principles:*<br>• *Consideration of an appropriately competitive process*<br>• *Fairness and impartiality*<br>• *Consistency, transparency, and accountability*<br>• *Identification and management of conflicts of interest*<br>• *Appropriate security and confidentiality arrangements*<br>*Ensure you complete the probity risk assessment in the Probity in Procurement Guide and document the overall risk factor here.* | Yes<br><br>Probity Risk Assessment Outcome<br>Low |
| 5. | **Have all ACTPS officers, employees and contracted service providers involved in the procurement completed a Confidentiality and Conflict of Interest Undertaking?**<br>*For further information see the Conflict-of-Interest Procurement Better Practice Guide.* | Yes |
| 6. | **Have the Government Procurement Charter of Values been considered and where appropriate incorporated into the Procurement?**<br>*For more information see the Government Procurement (Charter of Procurement Values) Direction 2020 and Charter of Procurement Values.* | Yes |
| 7. | **Is COVID 19 likely to affect supply?**<br>*Consider: is the supply likely to be affected by staff shortages, supply chain issues or the supplier's location (e.g., located overseas)?* | No |
| **Sourcing phase**<br>*Sourcing is the point at which you are ready to go out to market and seek suppliers to fulfill the purchase requirement. This phase includes the initial sourcing of suppliers either via a panel arrangement or through the tender process, supplier evaluation, negotiation, and contract design (where necessary to do so), and contract execution.* | | |
| 8. | **If Secure Local Jobs Code (SLJC) applies to this Procurement do the proposed suppliers hold a current certification?**<br>*For more information see the Secure Local Jobs Code.* | N/A |
| 9. | **Does the Approach to Market material include sensitive or confidential information?**<br>*Note: Ensure that appropriate measures are taken when providing sensitive information to suppliers such as requiring a Deed of Confidentiality to be executed before releasing the Approach to Market material to suppliers.* | No |
| 10. | **Are all members of the procurement team experienced and completed appropriate procurement training?**<br>*Training on ACT Government procurement processes and policies is available at HRIMS.* | Yes |
| 11. | **Is there a reputational risk of engaging with any of the proposed supplier(s)?** | No |

| | | |
|---|---|---|
| | *Consider: The reputation of the Territory in relation to its status as a model employer, that only contracts with other employers who show model behavior towards their employees. The risk to the Territory Entity posed by procuring from an unethical Tenderer. The public interest, or public confidence in the Territory and/or its procurement framework.* | |
| 12. | **Is there the potential for this purchase to be sensitive or subject to adverse publicity?**<br>*Consider: the environmental or social impact of your purchase as well as any potential reputational risks. Does the Caretaker period add any additional risks/concerns?* | No |

## Managing phase

*Managing is the point at which contracts have been executed. The contract and the relationship with the supplier/s are then managed from the contract start date through to contract closure. The Manage Phase ends with supplier evaluation and procurement closure procedures.*

| | | |
|---|---|---|
| 13. | **Will the Territory need to make up-front or "in advance" payments for this purchase?**<br>*Note: Ensure you are capturing any work that is paid in advance as this needs to be captured and reported in Territory End of Financial Year information by business units.* | No |
| 14. | **Does the purchase require any changes or additions to the ACT Government standard terms and conditions for contracts or requests for quote?**<br>*Note: This applies if you are conducting a procurement and undertaking Contract Negotiation, Drafting and Execution. Panel arrangements or standing offer arrangements are already negotiated and in place, so may be raised on the risk register, though cannot be mitigated through changes or additions to the contract.* | No |
| 15. | **Is there a requirement to transition the services from a current supplier to the new supplier?**<br>*Consider: Have arrangements been made for a new procurement to commence? Have probity issues for replacement goods or services after the contract end date, where existing supplier is re-tendering, been considered? Any performance problems with suppliers have been addressed such as a contract evaluation been conducted?* | No |

## Summary

**Further actions required following the Simple Procurement Risk Assessment**

- If your response aligned with a prompt to include a risk in a risk management plan, it is necessary to consider the risk, following the steps detailed in the Procurement Risk Management Plan. The additional assessment of risk must be completed before progressing to the next phase of the Procurement Lifecyle.
- If your answers did not prompt a requirement to include risks in a risk management, it is likely that your purchase/procurement is low risk according to the ACTIA Risk Assessment Matrix.
- For more information on risk management practices visit the ACTIA intranet and the ACTIA Risk Assessment Matrix.
- In the event of High and Extreme risks, the risk must be escalated to the delegate and every care should be taken to act as soon as possible to implement risk control measures where possible or take action to fix the problem.
- Identifying one or more risks based on the questions above does not necessarily preclude you from continuing your task. Any identified risks indicate the need for further consideration of the risk(s) potentially associated with your procurement and to identify mitigation strategies to help you manage these by documenting these in a Risk Management Plan.

**Records Management**

- Ensure that this risk assessment checklist is completed and updated at each phase of the Procurement Lifecyle.

- Maintain a copy of completed the Risk Assessment Questionnaire on the completed procurement file in the approved records management system.

# Territory Request for Quotation

## Procurement ID: PICM0001121

**RFQ Title:** Defence industry support services (2 positions)

**RFQ Closing Date and Time:** 22 September 2023, 17:00

**Directorate:** Chief Minister, Treasury and Economic Development

**Contact Officer Name:** Sch 2.2(a)(ii)

**Contact Officer Email:** Sch 2.2(a)(ii)@act.gov.au

This *Territory Request for Quotation* (RFQ) is seeking responses for the provision of: Defence industry support services (**the Requirement**).

The ACT Government as represented by the Chief Minister, Treasury and Economic Development Directorate - Economic Development, Business and Innovation (**the Customer**) is seeking responses for the provision of Services as described in this RFQ.

In submitting a response, Potential Suppliers are required to comply with all requirements set out in this RFQ, and if successful, agree to enter a contract which incorporates the enclosed *Territory Contract Terms*.

This RFQ must be read with the *Territory Standard Terms of Quotation,* which apply.

### THRESHOLD ASSESSMENT CRITERIA

This RFQ has not specified any **Threshold Criteria**.

# Request for Quotation - CM2023/3251

## Statement of Requirement

## A.A.1 KEY DETAILS

### RFQ Dates and Times

| Event | Date | Time |
|---|---|---|
| **Issue date:** | 15/09/2023 | |
| **Closing time:** | 22/09/2023 | 5:00PM Local Canberra Time |
| **Question closing time:** | 20/09/2023 | |

### Contract Details

| | |
|---|---|
| **Expected Contract Start date:** | 02/10/2023 |
| **The Services are required to commence on or before:** | Nil. |
| **Contract End Date:** | 02/04/2024 (plus optional extension) |
| **Contract Extension Option:** | 6 months |
| **Market range based upon expertise (6 months, up to 2 positions):** | $26,000 - $36,000 per position |

## A.A.2 THRESHOLD ASSESSMENT CRITERIA

### Threshold criteria

The Customer will exclude from consideration any Response that does not meet the Threshold Criteria (if any) specified in this RFQ cover page.

## A.A.3 THE REQUIREMENT

### Required Services

This role facilitates growth opportunities for small to medium businesses in defence and related industries within the ACT by identifying, connecting, aligning, promoting, and championing. The positions provide crucial advocacy services in driving growth across the local industry, and preserving and growing local jobs. This procurement is for up to two positions for six months and requires working with the ACT Government Key Sectors team. The weekly commitment is circa two days per week per position, under flexible arrangements that allows for attendance at Team Canberra events locally and interstate. The required services include the following.

- Representing the ACT Government, hosting the 'Team Canberra' stands, and facilitating introductions between key decision makers and local businesses at:

    - Indo Pacific International Maritime Exposition (Indo Pacific) 2023, 7-9 November 2023 held in Sydney at the International Convention & Exhibition Centre; and
    - Military Communications and Information Systems (MilCIS) 2023, 14-16 November 2023 held in Canberra at the National Convention Centre.
  - Participating in pre-event pitch briefings and feedback sessions for local businesses attending these events.
  - Hosting post-event debrief sessions for local businesses that attended these events.
  - Providing short post-event reports following these events.

- Creating connections, introductions and opportunities for defence and related industries, including space and cyber security. This includes:
  - Identifying new business leads and improving working relationships that could lead to securing business contracts for ACT defence and related businesses;
  - Creating connections and opportunities for ACT defence and related businesses to meet with customers and decision-makers;
  - Representing the ACT Government at state and territory and/or Commonwealth Government meetings as required; and
  - Representing the ACT Government at other industry events, seminars and conferences as required.

## A.A.3 (a) Standards

None specified.

### Key Performance Indicators

To demonstrate progress towards achievement of the Requirement, the Supplier will be required to comply with the following Key Performance Indicators:

| Key Performance Indicators | Frequency on a six-month contract |
|---|---|
| Attendance at Team Canberra events | 2 (minimum) |
| Engagement with Key Sectors team | Fortnightly |
| Engagement with at minimum ten defence and related businesses on average per month | Monthly |
| Pre-event (pitch) briefings for businesses participating in Team Canberra events | 2 (minimum) |
| Post-event debriefings for businesses participating in Team Canberra events | 2 (minimum) |
| Post-event reports following Team Canberra events (can be combined) | 2 (to be determined) |
| Represent the ACT Government at industry events, seminars, conferences and/or territory, state and Commonwealth meetings | As required |

## A.A.3 (b) Security

None specified.

## A.A.3 (c) Workplace Health and Safety

See the *Territory's Standard Contract Terms* clause C.C.22.I [*Work Health and Safety*].

## A.A.3 (d) Delivery and Acceptance

See the *Territory's Standard Contract Terms* clause C.C.11 [*Delivery and Acceptance*].

## A.A.3 (e) Meetings

| Description | Frequency |
|---|---|
| Initial meeting (either online or in-person) | 1 |
| Fortnightly engagement with the Key Sectors team – Work Priorities (either online, telephone or in-person where required) | Fortnightly |
| Monthly defence state and territory meetings (either online or in-person) | Monthly |
| Pre and post-event briefings for businesses participating in defence-related Team Canberra events (either online or in-person) | 2 pre-event briefings (minimum)<br>2 post-event briefings (minimum) |

## A.A.3 (f) Customer Material

The Territory will provide:

- background material to support functions required of the role.

## A.A.3 (g) Facilities and Assistance provided by the Customer

The Territory will provide:

- administrative support and resources as required at pre and post-event briefings to local businesses participating in Team Canberra events; and
- travel, accommodation and expenses in line with ACT Government travel guidelines to support the attendance at Team Canberra and industry events.

## A.A.4 REQUEST FOR QUOTATION (RFQ) DISTRIBUTION

This RFQ and any updates will be distributed via eMail.

Any questions relating to this RFQ must be directed to the Customer's Contact Officer at A.A.6.

## A.A.5 LODGEMENT METHOD

**eMail**:

Responses should be lodged via email:

- to defenceACT@act.gov.au

- identifying the Reference Number CM2023/3251 in the subject line
- by the Closing Time specified in A.A.1 [17:00]

## A.A.6 CUSTOMER'S CONTACT OFFICER

For all matters relating to this RFQ, the Customer's Contact Officer will be the person occupying the position of:

Position: Assistant Director, Key Sectors, Business and Innovation, Chief Minister Treasury and Economic Development Directorate, ACT Government

Email: Sch 2.2(a)(ii) e@act.gov.au; defenceACT@act.gov.au

### COMPLAINTS HANDLING

A Tenderer who wishes to make a complaint about a procurement activity must follow the process outlined in the ACT Government Supplier Complaints Management Procedure. This procedure can be accessed from the ACT Procurement website at www.procurement.gov.au.

Any complaints relating to this procurement should, in the first instance, be referred to the Customer's Contact Officer.

## A.A.7 WARRANTY PERIOD (for Supplies that include Goods)

Not applicable.

## A.A.8 INSURANCE

The Supplier should affect and maintain for the Term, all insurances required to be effected by it by law and the following insurances in the amounts stated:

(a) Public Liability insurance with coverage in the amount of no less than $10 million in respect of each occurrence.

(b) For Supplies that include services, professional indemnity insurance with coverage in the amount of no less than $10 million in the annual aggregate.

(c) For Supplies that include goods, product liability insurance to a value of $10 million in the annual aggregate.

The Supplier must provide evidence of the insurance if required by the Customer.

ACT Government

# Request for Quotation - CM2023/3251

## TERRITORY STANDARD TERMS OF QUOTATION

### A.B.1 Background

Some terms used in this document have been given a special meaning. Their meanings are set out in the Territory Glossary of Terms.

**Discrepancies, Misdescriptions, Error and Omissions**

The Request for Quotation (RFQ) may contain information that may be described as data, documents, and images, prepared by Territory agencies. While that information has been formulated with care, the Customer does not warrant or represent that it is free from misdescription, error or omission.

A Potential Supplier who utilises an automatic language translation service in connection with this RFQ does so at its own risk.

**Amendments to RFQ**

The Customer may amend, or clarify any aspect of this RFQ, prior to the Closing Time by issuing a formal amendment to this RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will be issued simultaneously to all Potential Suppliers, as far as practicable.

**Queries and clarifications**

Any queries regarding this RFQ should be addressed to the contact officer as set out in clause A.A.6 *[Customer's Contact Officer]*.

**Costs of Submitting a Response**

No contract will be formed until executed by the Customer. The Customer, acting in good faith, may discontinue this RFQ, decline to accept any Response; decline to issue any contract; or satisfy its requirement separately from this RFQ process.

Participation in any stage of an RFQ is at the Potential Supplier's sole risk and cost.

### A.B.2 Precedence of Documents

If there is inconsistency between any of the parts of this RFQ, the following order of precedence shall apply:

(a) Request for Quotation (RFQ);

(b) Territory Standard Terms of Quotation; and

(c) Territory Glossary of Terms,

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

### A.B.3 Customer and Reference Material

The Customer will make available the Customer's material (if any) specified in clause A.A.3(f) *[Customer Material]*.

If this RFQ references any other materials, including but not limited to, reports, plans, drawings, samples or other reference material which are publicly available (including at a cost), the Potential Supplier is responsible for obtaining the referenced material and considering it in framing their Response.

### A.B.4 Lodging a Response

**Acknowledgement**

By lodging a Response, Potential Suppliers agree that the Response will remain open for acceptance for ninety (90) calendar days from the date set out in clause A.A.1 *[Closing Time]* and to sign a Contract which incorporates the *Territory Contract Terms*.

The Customer will not be liable to the Potential Supplier on the basis of any promissory estoppel, contractual, quasi contractual or restitutionary grounds whatsoever arising as a consequence of any matter relating or incidental to a Potential Supplier's participation in this RFQ process.

This includes instances where the Potential Supplier is not invited to participate in any subsequent process following completion of this RFQ process; the Customer varies or terminates this RFQ process; or the Customer decides not to contract for all or any of the requirements.

**Price Basis, English Language and Metric Units**

Potential Suppliers should submit Responses using the Response Form provided.

The Response must be in English.

Prices must be quoted in Australian currency and must show the GST exclusive price, the GST component, if any, the GST inclusive price, all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas.

All dimensions and units on plans and drawings and all references to measurements must be in metric units.

**Non-Conforming Responses**

A Response that:

(a) is at variance with or does not respond to or does not fully comply with any requirement of the RFT; or

(b) is incomplete, cannot be read or decrypted; or

(c) potentially contains any virus, malicious code or anything else that might compromise the integrity or security of Tenders ACT and/or the Territory's ICT environment

may be deemed to be non conforming.

The Territory may at its absolute discretion, in respect of a Tender that is non conforming or which has been deemed by the Territory to be non-conforming having regard to any Conditions of Tender:

(a) reject and not further consider the Tender;

(b) ignore any non-conformance in the Tender and assess the Tenders against the Assessment Criteria; or

(c) if it is possible to correct the non-conformance without affecting the probity of the Tender process, permit the Tenderer to do so.

**Alternative Responses**

Potential Suppliers may submit Responses for alternative methods of addressing the Customer's Statement of Requirement described in this RFQ, where the option to do so was stated in this RFQ or agreed in writing with the Customer prior to the Closing Time.

Potential Suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

**Lodgement and Closing Time**

The Response must be lodged as set out in clause A.A.5 *[Lodgement Method]* prior to the A.A.1 *[Closing Time]*.

**Extensions and Late Response**

The Customer will only agree to extensions to the Closing Time in exceptional circumstances and, if approved, the extension will apply equally to all Potential Suppliers. The Customer will not consider any Responses received after the Closing Time specified in this RFQ unless the Response is late as a consequence of the Customer's mishandling.

# TERRITORY STANDARD TERMS OF QUOTATION

**Further Information, Clarification and Enquiries**

The Customer may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all Potential Suppliers in relation to their Responses. In doing so, the Customer will not allow any Potential Supplier to substantially tailor or amend their Response.

**Improper Conduct**

Potential Suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive or any other similar conduct with any other Potential Supplier or person, or offer any unlawful inducements in relation to their Response or this RFQ process.

**Conflict of Interest**

Potential Suppliers must notify the Customer immediately if any actual, potential or perceived conflict of interest arises. A perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions may be compromised.

## A.B.5 Evaluation

The Customer will evaluate Responses in accordance with the *Government Procurement Act 2001* (ACT), *Government Procurement Regulation 2007* (ACT) and related Territory procurement policies, to determine the best value for money outcome for the Customer.

**Threshold Assessment Criteria**

The Customer will exclude from consideration any Response that does not meet clause *A.A.2 [Threshold Assessment Criteria]*, if any, and the Response will not be considered for further assessment against the Comparative Assessment Criteria.

**Assessment Criteria**

Unless otherwise stated in an RFQ, the Customer will assess value for money, in consideration of:

(a) the extent to which the Potential Supplier's Response meets the Customer's requirement set out in this RFQ;

(b) the extent to which the Potential Supplier's Response demonstrates the Potential Supplier's capacity to provide the requirement;

(c) the whole of life costs to be incurred by the Customer (noting this criterion may consider both the quoted price and any costs which the Customer would incur as a result of accepting any Potential Supplier's Response);

(d) the risk (which may include, without limitation, financial risk and risk arising as a result of the Response being assessed as an unacceptably high risk against any Assessment Criteria); and

(e) any other matters specified as assessment criteria in this RFQ.

**Viability**

If requested by the Customer, the Potential Supplier must be able to demonstrate its ability to remain viable over the Contract Term and must promptly provide the Customer with such information or documentation as the Customer reasonably requires.

**Reference Checks**

The Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier.

**Selection of Supplier and Debrief**

The Customer is under no obligation to select any Response and may vary or discontinue this RFQ process upon giving written notice to Potential Suppliers.

Upon conclusion of this RFQ assessment process the Customer may commence contract negotiations with Potential Supplier(s), however is not obliged to execute a contract with any Potential Supplier.

The Customer will notify unsuccessful Potential Suppliers of the final decision and, if requested, will debrief Potential Suppliers following the award of a contract.

## A.B.6 Disclosure

Potential Suppliers acknowledge that the Territory may be required to disclose information, either under the *Freedom of Information Act 2016* (ACT) or by the responsible Minister in the Legislative Assembly.

## A.B.7 Confidentiality of Potential Supplier's Information

Potential Suppliers should note that if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify any aspects of their Response or the proposed Contract that they consider should be kept confidential, including reasons.

Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers appropriate.

In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information, in accordance with A.B.A *[Notifiable Contracts]*.

## A.B.8 Criminal Code

Potential Suppliers should be aware that the giving of false or misleading information to the Territory is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).

The Potential Supplier must ensure that any intended subcontractors participating in the Potential Supplier's Response are aware of the information in this clause.

# TERRITORY STANDARD TERMS OF QUOTATION

### A.B.A Notifiable Contracts

Potential Suppliers must specify in writing if they believe any information in relation to this ATM is confidential and wishes that information to be treated as confidential in any potential contract.

Potential Suppliers are advised that under the *Government Procurement Act 2001* (ACT) the Territory must publish prescribed information about invoices with a value of $25,000 (inclusive of GST) or more ("notifiable invoices") on the "Notifiable Invoices Register". Refer www.procurement.act.gov.au.

Potential Suppliers should seek their own legal advice as to the implications for them of the notifiable contracts and notifiable invoices provisions of the *Government Procurement Act 2001* (ACT).

### A.B.B. Affirmative Action

The Customer will not enter into a contract with a Potential Supplier named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).

### A.B.C Ownership of Responses

All Responses lodged in accordance with this RFQ become the property of the Territory, which may use each Response for assessment purposes.

A Potential Supplier:

(a) retains intellectual property rights in their Response; and:

(b) authorises the Territory, subject to any other person's rights, to communicate, reproduce, use or supply the content of their Response for any purpose in respect of the assessment of their Response; and

(c) must specify in their Response if any intellectual property or moral rights vest in an entity or a person other than the Potential Supplier, naming the entity or person, and indicating to what extent this authorisation in paragraph (b) may be limited.

### A.B.D. Complaints Handling

The Potential Supplier should notify the contact officer, as set out in clause A.A.6 *[Customer's Contact Officer]*, of the nature of any complaint in regard to the procurement activity.

If the Customer's Contact Officer cannot resolve the matter, the Potential Supplier will then submit a completed Supplier Complaint Form.

The contact officer will provide a written acknowledgement of the receipt of the Supplier Complaint Form within 2 business days.

A Complaint received and managed under the Territory Supplier Complaints Management Procedure will not generally stop or reverse any decision made by a Territory Entity.

# TERRITORY CONTRACT TERMS

**C.C.1 Background**

a) The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.

b) Some terms used in these *Territory Contract Terms* have been given a special meaning. Their meanings are set out either in the *Territory Glossary of Terms* or in the relevant Contract.

c) In the Contract, unless a contrary intention is expressed:

i) references to "Supplier" include any employees, agents or subcontractors of the Supplier;
ii) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
iii) words in the singular include the plural and vice versa;
iv) headings are for convenience only and do not affect the construction or interpretation of this Contract;
v) an obligation imposed on more than one person binds them jointly and severally; and
vi) the word "include" and any derivation is not to be construed as a word of limitation.

**C.C.2 Relationship of the Parties:**

a) Neither party is the employee, agent, officer or partner of the other party nor, by virtue of the Contract, authorised to bind or represent the other party.

b) The Supplier must ensure that its officers, employees, agents or subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

c) In all dealings related to the Contract, the parties agree to:

i) communicate openly with each other and cooperate in achieving the contractual objectives; and
ii) act honestly and ethically; and
iii) comply with reasonable commercial standards of fair conduct; and
iv) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
v) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

**C.C.3 Conflict of Interest:**

a) The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

b) If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

**C.C.4 Precedence of Documents:**

a) The Contract is comprised of:

i) *Additional Contract Terms* (if any);
ii) *Territory Glossary of Terms*;
iii) *Territory Contract Terms*; and
iv) *Statement of Work*; and
v) *Contract Annex 1 – Supplementary Information* (if any),

unless otherwise agreed in writing between the parties.

b) If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

c) The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

**C.C.5 Governing Law:**

The laws of the Australian Capital Territory apply to the Contract.

**C.C.6 Entire Agreement:**

a) The Contract represents the parties' entire agreement in relation to the subject matter, at the time the Contract was entered.

b) Anything that occurred before the making of the Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the Request for Quotation were correct when made and remain correct.

c) The parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either party unless in writing and agreed by both parties.

d) If either party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

**C.C.7 Survival:**

Clauses C.C.14 (a), (b) and (c) [*Liability of the Supplier*], C.C.17 (d) and (f) [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Territory Laws and Policies*], C.C.23 [*Access to Supplier's Premises and Records*], C.C.25 [*Non-disclosure of Customer Information*], C.C.28 [*Fraud*] and any other provisions stated as surviving termination of this Contract will survive termination or expiry of the Contract.

**C.C.8 Notices:**

a) A Notice is deemed to be effected:

i) if delivered by hand - upon delivery to the relevant address;
ii) if sent by registered post - upon delivery to the relevant address; or
iii) if transmitted electronically - upon actual delivery as evidenced by a delivery receipt by the addressee.

b) A Notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

**C.C.9 Assignment:**

a) The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a

## TERRITORY CONTRACT TERMS

Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

b) To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

**C.C.10 Subcontracting:**

a) Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

b) The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6.

c) The Supplier must ensure that specified Subcontractors in Item C.A.6 [*Subcontractors*] (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

d) The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

e) The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

f) At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

**C.C.11 Delivery and Acceptance:**

a) The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

b) The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in Item C.A.2(d) [*Delivery and Acceptance*] and advise the Customer when it will be able to so.

c) Any Goods must be delivered at the times and to the places detailed in Item C.A.2(d) [*Delivery and Acceptance*], free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

d) The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Statement of Work at Item C.A.2(d) [*Delivery and Acceptance*], if the Goods and/or Services do not comply with the requirements of the Contract ("**Acceptance Period**").

e) If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

f) If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable) the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

g) If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

h) If requested by the Customer, the Supplier must provide the Customer with evidence to the Customer's satisfaction that the Goods are free of any encumbrance including any security interest.

i) The Supplier bears all risks for and associated with the Goods and their delivery to the Customer until the Goods have been delivered to and accepted by the Customer and (if required in the *Statement of Work*) installed and/or commissioned, including but not limited to insurance for the full replacement value of the Goods.

**C.C.12 Licences Approvals and Warranties:**

a) During the Warranty Period for the Goods the Supplier must without delay and at no cost to the Customer correct all defects in the Goods by way of repair, replacement or such other means acceptable to the Customer. The Supplier is liable for all costs incidental to the discharge of the warranty in this clause C.C.12(a) and any other warranty given in respect of the Goods, including any packaging, freight, disassembly and reassembly costs.

b) The Supplier warrants that no virus, worm, or other malicious code will be introduced into the Customer's systems as a result of the provision of any Goods and Services by the Supplier.

c) At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

d) The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

e) To the extent permitted by law and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

## TERRITORY CONTRACT TERMS

f) The Customer owns the Intellectual Property Rights in the Customer Material and the Material.

g) To the extent the Supplier or a third party holds any Intellectual Property Rights in any Pre-Existing Material, the Supplier grants to the Customer a royalty free, irrevocable, non-exclusive licence to enable the Customer to exercise full rights and interest in the Intellectual Property Rights in the Pre-Existing Material, including a right to sublicense. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

h) The Customer grants to the Supplier a non-exclusive, royalty free licence for the term of the Contract to exercise the Intellectual Property Rights in the Material and the Customer Material for the sole purpose of fulfilling its obligations under the Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

i) Intellectual Property Rights in Goods provided under the Contract, and pre-existing Intellectual Property Rights of the Supplier will not change as a result of the Contract.

**C.C.13 Specified Personnel:**

a) The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [*Specified Personnel*] (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

b) At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

   i) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
   ii) is not a fit and proper person; or
   iii) is not suitably qualified to perform the Services.

c) Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

**C.C.14 Liability of the Supplier:**

a) The Supplier indemnifies the Customer, its employees and agents against liability in respect of any claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Supplier, its employees, agents or subcontractors in connection with its obligations or representations under the Contract.

b) The Supplier's obligation to indemnify the Customer, its employees and agents will reduce proportionally to the extent that any act or omission, on the part of the Customer, its employees or agents contributed to the claim, loss or damage.

c) The parties acknowledge the Supplier's liability under this clause may be limited under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

d) The Supplier must effect and maintain during the Contract Term all insurances required by law, and insurances in amounts not less than the amounts (if any) specified in Item C.A.8 [*Insurances*] with a Prescribed Insurer and provide the Customer with proof when reasonably requested

**C.C.15 Termination or Reduction for Convenience:**

a) In addition to any other rights either party has under the Contract, the Customer acting in good faith, may at any time terminate the Contract or reduce the scope or quantity of the Goods and/or Services, by providing a Notice to the other party.

b) If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

c) The Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions).

d) The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [*Delivery and Acceptance*] and Item C.A.2(d) [*Delivery and Acceptance*] before the effective date of termination or reduction.

e) If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

f) Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

**C.C.16 Termination for Cause:**

a) The Customer may terminate the Contract in whole or in part if:

   i) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
   ii) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [*Delivery and Acceptance*] and the Goods and/or Services are not remedied as required by the Notice of rejection;
   iii) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
   iv) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or

b) Subject to complying with any requirements in the *Corporations Act 2001* (Cth), the Customer may issue a Notice to terminate this Contract, in whole or in part, if the Supplier:

   i) is unable to pay all its debts when they become due;

## TERRITORY CONTRACT TERMS

ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or

iii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966* (Cth).

c) Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

**C.C.17 Supplier Payments:**

a) The Customer must pay the Supplier the Contract Price following its receipt of a Correctly Rendered Invoice and otherwise in accordance with Item C.A.3 [*Contract Price and Payment*] of the *Statement of Work*.

b) The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

c) Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.

d) If the Supplier owes any amount to the Customer in connection with the Contract or any other contract between the parties or between the Supplier and any other Territory entity as defined in section 3(1) of the Procurement Act, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

e) Except if otherwise stated in this Contract, the Contract Price is:

i) payable within 30 days of receipt by the Customer of a Correctly Rendered Invoice;

ii) inclusive of GST and all other taxes, duties and charges; and

iii) inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.

f) If, after payment, any invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Supplier as the case may be and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Customer to the Supplier under the Contract.

**C.C.18 Dispute Resolution:**

a) For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (i) to (iv) of this clause sequentially:

i) both Contract Managers will try to settle the dispute by direct negotiation;

ii) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;

iii) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;

iv) failing settlement within a further ten (10) Business Days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) Business Days of the request.

b) Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

c) The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

d) If the dispute is not resolved within thirty (30) Business Days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

e) Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

f) This procedure for dispute resolution does not apply to action relating to clause C.C.16 [*Termination for Cause*] or to legal proceedings for urgent interlocutory relief.

**C.C.19 Transition In:**

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

**C.C.20 Transition Out:**

If the Contract expires or is terminated under clause C.C.16 [*Termination for Cause*] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

**C.C.21 Compliance with Laws:**

The Supplier must comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

**C.C.22 Compliance with Territory Laws and Policies:**

a) The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all laws and Territory policies relevant to the Goods and/or Services.

b) Without limiting clause C.C.22(a), if the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to H below, it must:

i) immediately report it to the Customer and provide a written report on the matter within five (5) Business Days; and

ii) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

**C.C.23 Access to Supplier's Premises and Records:**

a) The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

## TERRITORY CONTRACT TERMS

b) Without limiting the powers of the Territory's Auditor-General under the *Auditor-General Act 1996* (ACT), the Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any audit or review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982 (Cth)* or *Freedom of Information Act 2016 (ACT)*.

c) The Supplier must act reasonably to cooperate with persons authorised to conduct an audit or checks and allow the Customer (at the Customer's expense) to take copies of all relevant records.

d) The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Territory record (as defined in the *Territory Records Act 2002* (ACT)) without the prior written consent of the Customer. All Territory records, including any held by subcontractors, must be returned to the Customer at the conclusion of the Contract.

**C.C.24 Information Privacy Act Requirements:**

a) In respect of any Personal Information held in connection with the Contract, the Supplier must:
   i) comply with the *Territory Privacy Principles* (TPPs) and any applicable TPP Code and must not (and procure that any subcontractor engaged by the Supplier does not) act or engage in a practice that breaches a TPP or a TPP Code; and
   ii) co-operate with any reasonable requests or directions of the Customer arising directly from, or in connection with, the exercise of the functions of the Information Privacy Commissioner under the Information Privacy Act.

**C.C.25 Non-Disclosure of Customer Information:**

a) The Supplier must:
   iii) use Customer Information held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;
   iv) not transfer Customer Information held in connection with this Contract outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without prior written approval of the Customer; and
   v) notify the Customer immediately if the Supplier becomes aware that a disclosure of Customer Information may be required by law or any unauthorised disclosure of Customer Information has occurred.

b) Other than as provided in the Contract, the Supplier must not disclose to any person, other than the Customer, any Customer Information, without prior written approval from the Customer. This obligation will not be breached where the Customer Information is:
   i) required or authorised to be disclosed by law or a stock exchange;
   ii) disclosed to the Supplier's solicitors, auditors, insurers or advisers;
   iii) publicly available (other than through breach of a confidentiality or non-disclosure obligation; or
   iv) in the possession of the Supplier without restriction in relation to disclosure before the date of receipt from the Customer.

c) The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

**C.C.26 Security and Safety:**

a) When accessing any Territory place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

b) The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

**C.C.27 Criminal Code:**

a) The Supplier acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of the Contract (other than to a person to whom the Supplier is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

**C.C.28 Fraud:**

a) For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Territory or causing a loss to the Territory by deception or other means.

b) The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of the Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of the Contract.

c) If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

**C.C.29 Taxation:**

a) The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

**C.C.30 Confidential Text under the Procurement Act:**

a) In giving effect to the principles of open and accountable government, the Customer may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Contract may be a notifiable contract under the Procurement Act and, if so, the Customer will be required to make the text of this Contract available to the public, including by publication on a contracts register.

## TERRITORY CONTRACT TERMS

b) If Item C.A.9 [*CONFIDENTIAL TEXT UNDER THE GOVERNMENT PROCUREMENT ACT 2001 (ACT)*] states that this Contract is a notifiable contract under the Procurement Act, the grounds on which the text is confidential are set out in Item C.A.9 and clause C.C.30 (c) applies.

c) Except as provided in this Contract, the Customer must not disclose confidential text specified in the Contract to any person without the prior written consent of the Supplier (which consent will not be unreasonably withheld) except to the extent that the confidential text:
   v) is required or authorised to be disclosed under law;
   vi) is reasonably necessary for the enforcement of the criminal law;
   vii) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
   viii) is generally available to the public;
   ix) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Supplier;
   x) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
   xi) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

**C.C.31 Work Health and Safety**

a) The Supplier must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health and safety of persons at risk.

b) The Supplier must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter.

c) The Supplier must exercise a duty of utmost good faith to the Customer in carrying out the work under this Contract to enable the Customer to discharge the Customer's duties under the WHS Legislation .

d) The Supplier must provide the Customer with a written report on all work health and safety matters referable to the conduct of the Services or provision of the Goods if requested.

e) Without limiting the above, the Supplier must comply with any additional obligations set out in Item C.A.2(c) (if any).

# TERRITORY GLOSSARY OF TERMS

The following definitions apply unless the context otherwise requires, a reference to:

(a) an Item in the form A.A.*[x]* – is a reference to an item in the **Territory Request for Quotation**;

(b) an Item in the form A.B.*[x]* – is a reference to an item in the **Territory Standard Terms of Quotation**;

(c) an Item in the form A.C.*[x]* – is a reference to an item in the **Draft Additional Contract Terms**;

(d) an Item in the form C.A.*[x]* – is a reference to an item in the **Statement of Work**;

(e) a clause in the form C.B.*[x]* – is a reference to a clause in the **Additional Contract Terms**; and

(f) a clause in the form C.C.*[x]* – is a reference to a clause in the **Territory Contract Terms**.

A reference to legislation or to provisions in legislation, include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

**"Acceptable Quality"** means quality of goods that is:

(a) fit for all the purposes for which goods of that kind are commonly supplied;

(b) acceptable in appearance and finish;

(c) free from defects;

(d) delivered at the times to the places detailed in the *Statement of Work*;

(e) safe; and

(f) durable,

as the Customer, acting reasonably and being fully acquainted with the state and conditions of the goods (including any hidden defects of the goods), would regard as being acceptable having regard to the following matters:

(g) the nature of the goods;

(h) the price of the goods (if relevant);

(i) any statements made about the goods on any packaging or label on the goods;

(j) any representation made about the goods by the Supplier; and

(k) any other relevant circumstances relating to the supply of the goods.

**"Acceptance Period"** has the meaning given in clause C.A.2(d) *[Delivery and Acceptance]*, if specified.

**"Acceptance Tests"** has the meaning given in clause C.A.2(d) *[Delivery and Acceptance]*.

**"Additional Contract Terms"** means the terms and conditions set out in the section of the Contract with the heading "Additional Contract Terms".

"**Business Day**" means any day between Monday to Friday and not including any official public holidays in the Australian Capital Territory.

"**Canberra Region**" means the area comprising the Australian Capital Territory and the NSW Member Councils including Bega Valley, Eurobodalla, Goulbourn-Mulwaree, Hilltops, Queanbeyan-Palerang, Snowy Monaro, Upper Lachlan, Wingecarribee and Yass Valley.

**"Confidential Text"** means any text of this Contract that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in clause C.A.9 *[Confidential Text under the Government Procurement Act 2001 (ACT)]* as being Confidential Text.

**"Contract"** means an agreement for the provision of Goods and/or Services comprising the documentation specified in clause C.C.4 *[Precedence of Documents]*.

**"Contract Manager"** means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

**"Contract Price"** means the total price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

**"Contract Term"** has the meaning given in Item C.A.1 *[Key Events and Dates]*.

"**Correctly Rendered Invoice**" means an invoice that:

(a) is correctly addressed and calculated in accordance with the Contract;

(b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;

(c) includes any purchase order number, and the name and phone number of the Customer's Contract Manager;

(d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and

(e) is a valid tax invoice in accordance with the GST Act.

"**Customer**" means the party specified in a Contract as a Customer and, unless a contrary intention is expressed, references to "Customer" include any employees, agents or subcontractors of the Customer.

"**Customer Information**" the kind of information that:

(a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Customer which are by their nature confidential;

(b) is notified (whether in writing or not) by the Customer to the Supplier as being confidential; or

(c) is Personal Information,

but does not include information that:

(d) is or becomes public knowledge other than by breach of a Contract;

(e) has been independently developed or acquired by the Supplier; or

(f) has been notified by the Customer to the Supplier as not being confidential.

**"Customer Material"** means any material provided by the Customer to the Supplier for the purposes of this Contract including documents, equipment, information and data stored by any means, including, without limitation, any specified in Item C.A.2(g) in the *Statement of Work*.

**"Delivery and Acceptance"** means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

# TERRITORY GLOSSARY OF TERMS

**"Draft Additional Contract Terms"** means the terms and conditions set out in the section of the Request for Quotation with the heading "Draft Additional Contract Terms".

**"Goods and Services"** means:

(a) the Goods, Services or Goods and Services and any Material specified in the Contract; and

(b) all such incidental Goods and Services that are reasonably required to achieve the purpose of the Customer specified in the Contract.

**"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**"GST"** means a Commonwealth goods and services tax imposed by the GST Act.

**"Information Privacy Act"** means the *Information Privacy Act 2014* (ACT).

"**LIPP**" means the Territory's Local Industry Participation Policy.

"**Local**" means located within the Canberra Region, recognising constraints on application arising from the Territory's participation in inter-jurisdictional procurement and trade agreements.

**"Intellectual Property Rights"** means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

**"Material"** means any material brought into existence as part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

**"Moral Rights"** means the rights in *Part IX* of the *Copyright Act 1968* (Cth) including the right of attribution, the right against false attribution and the right of integrity.

**"Notice"** means an official notice or communication under the contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

**"Personal Information"** has the meaning set out in the Information Privacy Act.

"**Potential Supplier**" means a Respondent.

**"Pre-Existing Material"** means all material in existence at the date of this Contract and used by the Supplier for the purpose of providing the Goods and/or Services, including documents, information and data stored by any means.

"**Prescribed Insurer**" means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard and Poor's.

**"Procurement Act"** means the *Government Procurement Act 2001* (ACT).

"**Requirement**" means:

(a) when used in the Request for Quotation, the Goods and Services described in A.A.2 [*The Requirement*]; and

(b) when used in the Territory Contract Terms, the Goods and Services described in the section of the *Statement of Work* with the heading "The Supplies".

"**Respondent**" means the legal entity that submits a response to a Request for Quotation.

"**Response**" means a quotation lodged by a respondent in response to a Request for Quotation.

"**RFQ**" means a Request for Quotation.

"**SME**" means Small to Medium Enterprise as defined by the Australian Bureau of Statistics (ABS) as businesses employing less than 200 people, or in accordance with the ABS Estimated Value of Agricultural Operations.

**"Specified Personnel"** means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 *[Specified Personnel]*.

**"Statement of Requirement"** means the statement of the Customer's requirement issued in the approach to the market for the Goods and/or Services (howsoever named).

**"Statement of Work"** means the section of the Contract, as the case may be, with the heading "Statement of Work".

**"Supplier"** means a party specified in a Contract as a Supplier and, unless a contrary intention is expressed, references to "Supplier" include any employees, agents or subcontractors of the Supplier.

**"Supplies"** has the same meaning as Goods and Services.

**"Support Material"** is Pre-Existing Material specified as support material in the *Statement of Work* (if any).

**"Territory"** means, when used in a geographical sense the Australian Capital Territory, when used in any other sense the body politic established under the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

**"TPPs"** means the Territory Privacy Principles provided for in section 13, and set out in Schedule 1, of the Information Privacy Act.

"**TPP Code**" means a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Supplier in the provision of the Goods and/or Services.

"**Warranty Period**" means the period of warranty for the Goods specified in Item C.A.7 in the *Statement of Work* or, if no warranty period is specified, 90 days from the date of acceptance of the Goods by the Customer in accordance with clause C.C.11 *[Delivery and Acceptance]*.

**"WHS Legislation"** means:

(a) the *Work Health and Safety Act 2011* (ACT);

(b) the *Work Health and Safety Regulation 2011* (ACT);

(c) all instruments issued under the *Work Health and Safety Act 2011*(ACT) or the *Work Health and Safety Regulation 2011* (ACT);

(d) all laws that replace the above laws; and

(e) all other laws applicable in the Australian Capital Territory dealing with work health and safety matters.

ACT Government

# Supplier Complaint Form
# CM2222495

## SUPPLIER COMPLAINT FORM

### GENERAL INFORMATION

- The purpose of this form is to provide a mechanism for Potential Suppliers to notify the Territory of any complaints in relation to procurement activity undertaken by the Territory.
- This form is to be submitted to the Customer's Contact Officer, as set out in clause A.A.6 *[Customer's Contact Officer]* of the RFQ.
- The Territory will only investigate those claims where there is sufficient evidence provided to support the claim, and where it has the relevant authority to do so.

| SECTION 1 CONTACT DETAILS | |
|---|---|
| Supplier name | |
| Organisation | |
| Name of person acting on behalf of supplier (if applicable) | |
| Address | |
| Telephone | |
| email Address | |
| Procurement name and number (if applicable) | |

### SECTION 2 DESCRIPTION OF COMPLAINT

Provide all details of claim, including names, dates, sufficient evidence and any other relevant information. Provide attachment/s if necessary:

# Supplier Complaint Form
# CM2222495

| SECTION 3 ACKNOWLEDGMENT | | |
|---|---|---|
| I confirm that all of the information provided above is true and correct to the best of my knowledge. | | |
| Signature of person/s completing this form | Signature: | **Date:** |
| | Full name: | |
| | Position: | |

**NEXT STEPS**

We will contact you within two business days of receiving your complaint to let you know what we will do to investigate your complaint. Your complaint will be treated seriously and we will contact you to keep you up to date.

**GIVING FALSE OR MISLEADING INFORMATION IS A SERIOUS OFFENCE**

The *Criminal Code 2002* (ACT) provides for significant penalties, including fines and imprisonment, for making a false or misleading statement to the Territory.

**CONFIDENTIALITY**

Any information the Territory gathers through this complaint management process will be treated as confidential and will be used by the Territory only for the purpose of resolving the complaint. The Territory may need to share the information you provide to relevant third parties to help resolve your complaint. You can request that your personal details be withheld. The Territory will respect your request. In the case where withholding your personal details makes it difficult to resolve your complaint we will contact you before taking further action.

OFFICIAL

ACT Government
Chief Minister, Treasury and Economic Development

# CMTEDD INTERNAL MINUTE

| | | |
|---|---|---|
| Date | 01/09/2023 | TRIM No: CM2023/3251 |
| To | A/g Executive Branch Manager, Business and Innovation | |
| From | Policy and Programs Officer, Key Sectors | |
| Subject | Approval of RFQ for defence industry support services position/s | |

## Critical date and reason

1. **12 September 2023;** While the Ministerial appointment process is underway for the defence and advanced technology industry advocates, the positions are currently vacant. These positions play a crucial advocacy role in driving growth across defence and related industries to support local businesses, facilitate connections, and grow local jobs. This RFQ is an interim measure for defence industry support services to continue to meet this need, in particular at key defence and cyber exhibition events in November.

## Recommendations

2. That you:

- Agree for up to two six-month contracts for defence industry support services as per the Request for Quotation (RFQ) at Attachment A;

***AGREED/~~NOT AGREED/PLEASE DISCUSS~~***

- Agree to the recommendations made by Spinach Ventures for salary and two positions at Attachment B; and

***AGREED/~~NOT AGREED/PLEASE DISCUSS~~***

- Sign the Procurement Plan Minute that includes a limited tender approach at Attachment C;

***SIGNED/~~PLEASE DISCUSS~~***

- Note that this is an interim arrangement for support services while preparation is underway for Ministerial appointments of advocates.

***NOTED/~~PLEASE DISCUSS~~***

Sch 2.2(a)(ii)

..... 15/09/2023

## Background

3. The ACT Defence Industry Advocacy Program (DIAP) and the ACT Defence Industry Advisory Board (DIAB), including ACT Defence Ambassadors, were established in 2017, during this time four Ambassadors were appointed. On 31 August 2021, all memberships for DIAB expired and DIAB went into abeyance while the outcomes of a review into DIAP and DIAB were considered.

4. In April 2021, Business and Innovation (B&I) engaged Sch 2.2(a)(xi) to evaluate the efficiency, effectiveness and impact of DIAP and DIAB between 2017-18 and 2020-21. The review highlighted priority elements of DIAP and DIAB acknowledged by industry as providing the most value. These included:
    - 'Team Canberra' facilitation for major conferences and events;
    - industry advocates; and
    - Local networking events to foster collaboration and partnering.

5. From 1 September 2021, B&I had two interim Defence Industry Advisers carrying out similar duties to the ACT Defence Ambassador role (excluding provision of policy advice) while the outcomes of the review were being considered. In 2022, one Adviser stepped down and one continued with the most recent DIA contract term extended until 26 June 2023.

6. In March 2023, the Minister for Economic Development agreed (CMTEDD2021/5617) to not continue with DIAP and DIAB and noted B&I's intention to recruit Industry Advocates for defence and related industries, in line with the ACT Government's broader focus on advanced technology sectors.

7. The Minister for Economic Development also agreed in CMTEDD2021/5617 to continue with 'Team Canberra' events which the advocate plays a key role in supporting.

## Issues

8. This Minute seeks your agreement to the RFQ at Attachment A for defence industry support services.

9. Since 26 June 2023, the ACT Government has not had a role providing defence industry support services.

10. This position is highly valued by industry as acknowledge in the Sch 2.2(a)(xi) review as they provide invaluable connections to key decision makers, valued members of defence and Federal and Local Government Minister, support businesses and grow local jobs.

11. In the interest of protecting ACT Government's reputation and to fulfil the commitment made to the defence industry for events in November 2023, Key Sectors suggests an interim six-month contract/s, while we prepare the documentation for a Ministerial appointment.

12. The positions would be required to:
    - Attend and participate in a pre-event pitch meeting with 'Team Canberra' companies (26 October);
    - Attend two defence related events - Indo Pacific International Maritime Exposition (Indo Pacific 2023) on 7-9 November 2023, and Military Communications and Information Systems (MilCIS 2023) Conference on 14-16 November 2023;
    - Host a post event briefing and provide an after-event report in December 2023; and
    - Provide industry knowledge and support as required to the defence industry (see Attachment A for more detail).
13. Spinach Ventures were contracted to undertake market research and benchmarking for these services, including consultation with ACT Government and the previous DIA for a new position description. This was undertaken prior to discussion on position titles however applies to the services required for this RFQ.
14. Spinach Ventures recommended two positions are required to fulfil the role at two days per week (0.4 FTE), with a suggested pay scale between $52,000 - $72,000 per year ($130,000- $180,000FTE) (Attachment B). With your agreement Key Sectors will use Spinach Ventures recommendation for the positions for a six-month contract ($26,000 - $36,000 at 0.4 FTE).
15. A Procurement Plan Minute has been developed and is at Attachment C for your signature. With your agreement, Key Sectors will distribute the RFQ as a limited tender. This limited tender will approach three industry experts who have been previously identified by defence industry as suitable candidates.
16. The procurement of these services represents an interim measure. For the long term solution, Key Sectors will prepare the documentation for Ministerial appointments and will brief the Minister for Economic Development on options as per the agreement in CMTEDD2021/5617.

## Consultation

17. Spinach Ventures
18. Procurement ACT

## Work Health and Safety

19. Nil.

## Financial

20. The budget for procurement of these services will be sourced from the *Key Industry Development, Promotion and Advocacy 2023 - 2024* Future Jobs Fund budget appropriation.

## Risks/ Sensitivities

21. There is a reputational risk to ACT Government if an interim contract is not in place by October. This would renege on a commitment to the Team Canberra companies attending Indo Pacific 2023 and MilCIS 2023.

22. A risk assessment of the procurement is at Attachment D, Simple Procurement Risk Assessment Checklist.

## Media

23. Nil.

Action Officer: Sch 2.2(a)(ii)

Phone: Sch 2.2(a)(ii), Sc

| Attachment | Title |
|---|---|
| Attachment A | RFQ Statement of Requirement – Defence industry support services 2023-2024 |
| Attachment B | Defence Industry Adviser - Market Benchmarking (June 2023 Spinach Ventures) |
| Attachment C | Defence industry support services Procurement Plan Minute |
| Attachment D | Simple Procurement Risk Assessment Checklist |

# Procurement Plan Minute – CM2023/3251

| | |
|---|---|
| **Date** | 14 September 2023 |
| **Directorate / Agency** | Chief Minister, Treasury and Economic Development |
| **Business Unit** | Business and Innovation |
| **Contact Officer** | Sch 2.2(a)(ii) @act.gov.au) |
| **Procurement Unique Identifier** Click here to create a Procurement Unique Identifier ⓘ | PICM0001121 |
| **Procurement Title** | Procurement of Defence industry support services 2023-2024 |
| **Description of Procurement** | Procurement of consulting services.<br>The required services include the following.<br>• Representing the ACT Government, hosting the 'Team Canberra' stands, and facilitating introductions between key decision makers and local businesses at:<br>○ Indo Pacific International Maritime Exposition (Indo Pacific) 2023, 7-9 November 2023 held in Sydney at the International Convention & Exhibition Centre; and<br>○ Military Communications and Information Systems (MilCIS) 2023, 14-16 November 2023 held in Canberra at the National Convention Centre.<br>▪ Participating in pre-event pitch briefings and feedback sessions for local businesses attending these events.<br>▪ Hosting post-event debrief sessions for local businesses that attended these events.<br>▪ Providing short post-event reports following these events.<br>• Creating connections, introductions and opportunities for defence and related industries, including space and cyber security. This includes:<br>▪ Identifying new business leads and improving working relationships that could lead to securing business contracts for ACT defence and related businesses;<br>▪ Creating connections and opportunities for ACT defence and related businesses to meet with customers and decision-makers;<br>▪ Representing the ACT Government at state and territory and/or Commonwealth Government meetings as required; and<br>▪ Representing the ACT Government at other industry events, seminars and conferences as required. |

| | |
|---|---|
| **Procurement Method** ⓘ | Limited Tender - three quotes |
| **Existing Whole of Government Arrangements** ⓘ | Is there a Whole of Government, or other standing offer arrangement such as a panel available for this procurement?<br>**No**<br>**If Yes,** provide reason why you are not using that arrangement |
| **Estimated Total Contract Term and Value (inc GST)** | Initial Term: Six months<br><br>Total Estimated Contract Value (GST inc): **up to** $36,000 per contract |
| **Funding** | Has funding been approved?<br>**Yes**<br>Is part or all the funding from the Commonwealth?<br>**No** |
| **Risk Assessment** ⓘ | The Risk Rating associated with this procurement is **Low**<br>Please see Attachment D for the assessment |
| **Exemption from the Quotation and Tender Thresholds in the *Government Procurement Regulation 2007*** ⓘ | Will this procurement use an exemption from the quotation and tender thresholds?<br>**No**<br>If Yes, complete and attach the Delegate Approved Exemption Minute |
| **Evaluation Plan:** The evaluation of responses will be conducted in accordance with **Clause A.B.5 (Evaluation)** of the **Territory Standard Terms of Quotation** contained in the RFQ Statement of Requirements document. | |
| **Charter of Procurement Values**<br>*Consideration of the Procurement Values is mandatory to determine which Procurement Value or Values can be achieved through your procurement. You have to incorporate at least one of the Procurement Values. Indicate which Procurement Value(s) will be achieved, by completing at least one of the following procurement values.* | |
| | **Is there an Aboriginal and Torres Strait Islander Enterprise(s) that will be included in this procurement approach?** |

| | |
|---|---|
| **1. Aboriginal and Torres Strait Islander Peoples' Economic Participation** ⓘ | **No**<br>The procurement seeks specialised skills. The procurement seeks an ACT-region individual with specialist skills and experience in defence-related industries, including a capacity to connect local businesses with access opportunities across the defence-related industries, including space and cyber-security. Researching this criteria via Supply Nation identifies one business specialising in engineering and software consulting services, which does not suit the range of skills required of this procurement, and zero businesses identified via the Canberra Region Enterprise List. |
| | **Do you intend to implement other measures to achieve this Procurement Value?**<br>**No** |
| **2. Business Development and Innovation** ⓘ | **Is this procurement seeking quotes from one or more, Businesses located in the Canberra Region and/or Small and Medium Enterprises?**<br>☒ Small to Medium Enterprise<br>☒ Business Located in the Canberra Region<br>☐ Neither<br>If neither, provide reasons why<br>*e.g. there are no suppliers of the required goods or services in the Canberra region or no SMEs that can provide the goods and / or services* |
| | **Are there other measures to achieve this Procurement Value?** *(e.g. procurement supports an innovative solution)*<br>**No** |
| **3. Diversity, Equality and Inclusion** ⓘ | The supplier(s) intended to be approached in this procurement are **not on the Workplace Gender Equality Agency non-compliant list.** |
| | **Do you intend to approach a Social Enterprise(s) in this procurement approach?**<br>**No**<br>Not applicable for this recruitment |
| | **Do you intend to implement other measures to achieve this Procurement Value?**<br>**No** |
| 4. **Environmentally Responsible** ⓘ | **If this procurement is for goods, will it include goods or services that are environmentally conscious, or encourage, reuse, recyclable content, waste reduction or lower greenhouse gas emissions?** |

| | |
|---|---|
| | **No**<br><br>**If No**, provide reasons why<br>The procurement is for Services only. |
| **5. Fair and Safe Conditions for Workers** ⓘ | **Does Secure Local Jobs (SLJ) apply to this procurement?**<br>**Not Applicable** |
| | **Do you intend to implement other measures to achieve this Procurement Value?** *(e.g. specific WHS or safety considerations in the contract)*<br>**No** |
| **6. Transparent and Ethical Engagement** ⓘ | **Does this procurement comply with the Competitive Neutrality in the ACT Policy?**<br>**Yes** |
| | **Do you intend to implement any measures to achieve this Procurement Value?** *(e.g. procurement includes requirements that support elimination of modern slavery or business practices that are objectionable, dishonest, unethical or unsafe.)*<br>**Yes**<br>Assessment of quotes will ensure the chosen provider demonstrates ethical and responsible behaviour consistent with the Charter of Procurement Values. We will ensure probity throughout the process, maintain records of conversation, and ensure we have considered and optimised whole of life costs. |

| **Key Roles** | |
|---|---|
| **Contract Manager** | Sch 2.2(a)(ii), Business and Innovation |
| **Quotation Evaluation Team** | |
| **Quotation Evaluation Team Chair** | Sch 2.2(a)(ii) |
| **Quotation Evaluation Team Member 1** | |
| **Quotation Evaluation Team Member 2** | |
| **Probity Advisor** | N/A |
| **Directorate Procurement Unit Consultation/ Endorsement** | Yes |

| DIRECTOR GENERAL / DELEGATE APPROVAL | |
|---|---|
| **Name** | Sch 2.2(a)(ii) |
| **Title/Position** | Executive Branch Manager, Business and Innovation |
| **Directorate** | Chief Minister, Treasury and Economic Development |
| **Signature** | Sch 2.2(a)(ii) |
| **Date** | 15 September 2023 |
| **Statement** | The PPM and attachments are **Approved** |
| **Comments** | |

| | | |
|---|---|---|
| ACT Government | **Response to RFQ PICM0001121** | SIERRA RISING |

# Sierra Rising Pty Ltd

# Response to RFQ for the Provision of

## Defence industry support services 2023 - 2024

**Procurement ID: PICM0001121**

| **THRESHOLD ASSESSMENT CRITERIA** |
|---|
| This RFQ has not specified any **Threshold Criteria.** |

| ACT Government | Response to RFQ PICM0001121 | SIERRA RISING |
|---|---|---|

# PART 1 - POTENTIAL SUPPLIER'S DETAILS

## ENTITY DETAILS

*Instruction to Potential Suppliers: Potential Suppliers should be aware of the ACT Government's policies for Local Industry Participation, Indigenous Business, Sustainability, Workplace Health and Safety, and Environment.*

*IMPORTANT: The ACT Government is committed to ensuring competitive local businesses are given every opportunity to compete for government contracts.*

| | |
|---|---|
| **Full legal business name:** | Sierra Rising Pty Ltd |
| **Registered business address:** | 10 Lutana Street, Lyons ACT |
| **ACN/ARBN (if applicable):** | |
| **ABN (if applicable):** | 73 662 784 241 |
| **Web Address:** | |
| **The entity's legal status** | ☒ Company ☐ Partnership ☐ Sole Trader ☐ Sole Director Company ☐ *Other (specify) |
| **Is your company located in the Canberra Region?** | Yes |
| **Is your company a Small to Medium Enterprise (SME)?** | Yes |
| **Do you identify your organisation as an Aboriginal and Torres Strait Islander business?** | No |
| **Is your company a Social Enterprise?** | No |

## CONTACT OFFICER

For all matters relating to this RFQ, including any notices, the Respondent's contact officer will be:

| | |
|---|---|
| **Name or position title:** | Sch 2.2(a)(ii), Sch 2.2(a)(ii), Sch 2.2(a)(xi), Business and Innovation, Chief Minister Treasury and Economic Development Directorate, ACT Government |
| **Work:** | (02) 6207 9517 |
| **Mobile:** | Not applicable |
| **Email:** | Sch 2.2(a)(ii)@act.gov.au; defenceACT@act.gov.au |
| **Postal Address:** | GPO Box 158, Canberra ACT 2601 |

## ADDRESS FOR NOTICES

If different to the Contact Officer, the address for notices relating to this RFQ is:

| | |
|---|---|
| **Name or position title:** | N/A |
| **Work:** | N/A |
| **Mobile:** | N/A |
| **Email:** | N/A |
| **Postal Address:** | N/A |

## CONTRACT MANAGER

*Instruction to Potential Suppliers:*

*Potential Suppliers should provide the requested details of the person they propose to be their Contract Manager if a contract is awarded. That person will be responsible for general liaison with the Customer and accepting and issuing any written notices for that Contract.*

If different to the Contact Officer, the address for notices relating to this RFQ is:

| | |
|---|---|
| **Name or position title:** | N/A |
| **Work:** | N/A |
| **Mobile:** | N/A |
| **Email:** | N/A |
| **Postal Address:** | N/A |

## PART 2 - EXECUTIVE SUMMARY

*Instruction to Potential Suppliers:*

*Provide a brief (less than 1 page) Executive Summary of your proposal highlighting any key aspects, including how you (and any subcontractors) propose to comply with the ACT Government's requirements.*

Sch 2.2(a)(ii), Sch 2.2(a)(xi)

# PART 3 - ABILITY TO MEET THE REQUIREMENT

## THRESHOLD ASSESSMENT CRITERIA

*If there are any Threshold Assessment Criteria (any of Threshold criteria), you must specifically respond to them here.*

***Please Note: If you are unable to meet any Threshold Assessment Criteria your response will be excluded from consideration.***

**Threshold Criteria**

*N/A.*

## DETAILED PROPOSAL TO MEET THE CUSTOMER'S REQUIREMENT

*Insert your description of how you will meet the Territory's requirements as set out in A.A.3 THE REQUIREMENT.*

*Include details of goods/services and your capability to deliver against the requirements.*

*Evaluation of your quote will be based on value for money (e.g. capacity, capability and budget/cost) and will include consideration of your business status (i.e. SME). When completing this RFQ ensure your response covers these areas.*

Sch 2.2(a)(ii), Sch 2.2(a)(xi)

# PART 4 - POTENTIAL SUPPLIER'S PROVEN CAPACITY

## CAPACITY TO DELIVER THE REQUIREMENTS

*Insert your description of how you can demonstrate proven capacity to deliver the Goods and Services described in A.A.3 THE REQUIREMENT.*

**CRITERIA 1: CAPACITY (WEIGHT 40%)**

Sch 2.2(a)(ii), Sch 2.2(a)(xi)

**CRITERIA 2: CAPABILITY (WEIGHT 40%)**

Sch 2.2(a)(ii), Sch 2.2(a)(xi)

Sch 2.2(a)(ii), Sch 2.2(a)(xi)

COPIES OF INSURANCE CERTIFICATES FOR:

PUBLIC AND PRODUCT LIABILITY INSURANCE WITH COVERAGE IN THE AMOUNT OF NO LESS THAN $10 MILLION IN RESPECT OF EACH OCCURRENCE.

PROFESSIONAL INDEMNITY INSURANCE WITH COVERAGE IN THE AMOUNT OF NO LESS THAN $10 MILLION IN THE ANNUAL AGGREGATE. WORKS COMPENSATION INSURANCE

See Attached: Professional Indemnity/Public Liability and Workers Compensation Certificates of Currency for Sierra Rising Pty Ltd. Insurance certificates for our subcontractor - Technology Innovation Partners Pty Ltd, are available on request.

## REFEREES

*Include at least three (3) referee contacts that are for the provision of Goods and Services of a similar nature and comparable size.*

| | |
|---|---|
| **Name** | Sch 2.2(a)(ii), Sch 2.2(a)(xi) |
| **Position/Company** | |
| **Phone Number** | |
| **Email Address** | |
| **Description of Goods/Services provided** | |

| | |
|---|---|
| **Name** | |
| **Position/Company** | |
| **Phone Number** | |
| **Email Address** | |
| **Description of Goods/Services provided** | |

| | |
|---|---|
| **Name** | |
| **Position/Company** | |
| **Phone Number** | |
| **Email Address** | |
| **Description of Goods/Services provided** | |

## PART 5 - TOTAL COSTS TO BE INCURRED BY THE CUSTOMER

*Note: all rate, prices and monetary values must be in Australian dollars and include, or itemise, any duties payable.*

### PRICES FOR GOODS

*Provide the following for each product required:*

*Item number, Item description, Quantity required, Unit price excluding GST, Unit price GST component, Total price.*

*Also include an overall total price including GST.*

N/A

### PRICES FOR SERVICES

*Provide the following for each service requirement:*

*Task, Milestone deliverable (if applicable), Milestone delivery date (if applicable), Payment schedule excluding GST, Payment schedule GST component, Payment schedule including GST.*

*Also include the total costs showing the: Total GST Exclusive, Total GST, Total GST inclusive.*

Sch 2.2(a)(ii), Sch 2.2(a)(xi)

### SPECIAL CONDITIONS OF QUOTATION

*Insert any special conditions that apply to your Quotation*

## PART 6 - OTHER DETAILS

### SPECIFIED PERSONNEL (DELETE IF NOT APPLICABLE)

*Provide the following information for each specified personnel:*

*Name, Position or Role, Rate excluding GST, Rate including GST, Anticipated time, Current level of security clearance.*

*Also include a summary of the total costs for all personnel, if applicable.*

Sch 2.2(a)(ii), Sch 2.2(a)(xi)

Sch 2.2(a)(ii), Sch 2.2(a)(xi)

Sch 2.2(a)(ii), Sch 2.2(a)(xi)

| Parts of this Response that are to be considered as Confidential Text | Applicable grounds under section 35(1) Procurement Act |
|---|---|
| Part 5 and Part 6 | Parts 5 and 6 of the response contain confidential pricing information.<br>Section 35(1) (a) the disclosure of the test would-<br>(iv) be an unreasonable disclosure of information about the business affairs of a person |

| ACT Government | Response to RFQ PICM0001121 | <<Insert Supplier Name and/or Logo>> |
|---|---|---|

## Respondent Declaration

I/We declare that all information required by the A.A.2 [*Requirements*] of this RFQ has been included in our Response to RFQ PICM0001121, and is true and accurate.

I/We declare I/We have sighted and agree to the *Territory Standard Terms of Quotation*, and any *Additional Contract Terms* specified in this RFQ.

I/We undertake to provide evidence of insurance policies, if selected as the preferred Supplier, prior to entering into a contract with the Territory.

I/We declare I/We are not named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).

I/We declare that I/We have not engaged in any collusive, anti-competitive or any other similar conduct with any other Respondent or person, or offer any unlawful inducements in relation to this RFQ process.

Prior to completing this declaration ensure you have the legal authority to be a signatory for this quotation.

| | |
|---|---|
| **Signatory's Full Name:** | Karen Sch 2.2(a)(ii), Sc Schilling |
| **Signatory's Title/Position:** | Director, Sierra Rising Pty Ltd |
| **Signatory's Phone Number:** | 0402 051 006 |
| **Signatory's email address** | Karen.schilling@sierrarising.com.au Sch 2.2(a)(ii), Sch 2.2(a)(xi) |
| **Date:** | 22 Sep 23 |

**NB: Physical signatures are not required for this document. Complete the information and return electronically to the email address provided in A.A.5 [*LODGEMENT METHOD*].**

# Sch 2.2(a)(xi)

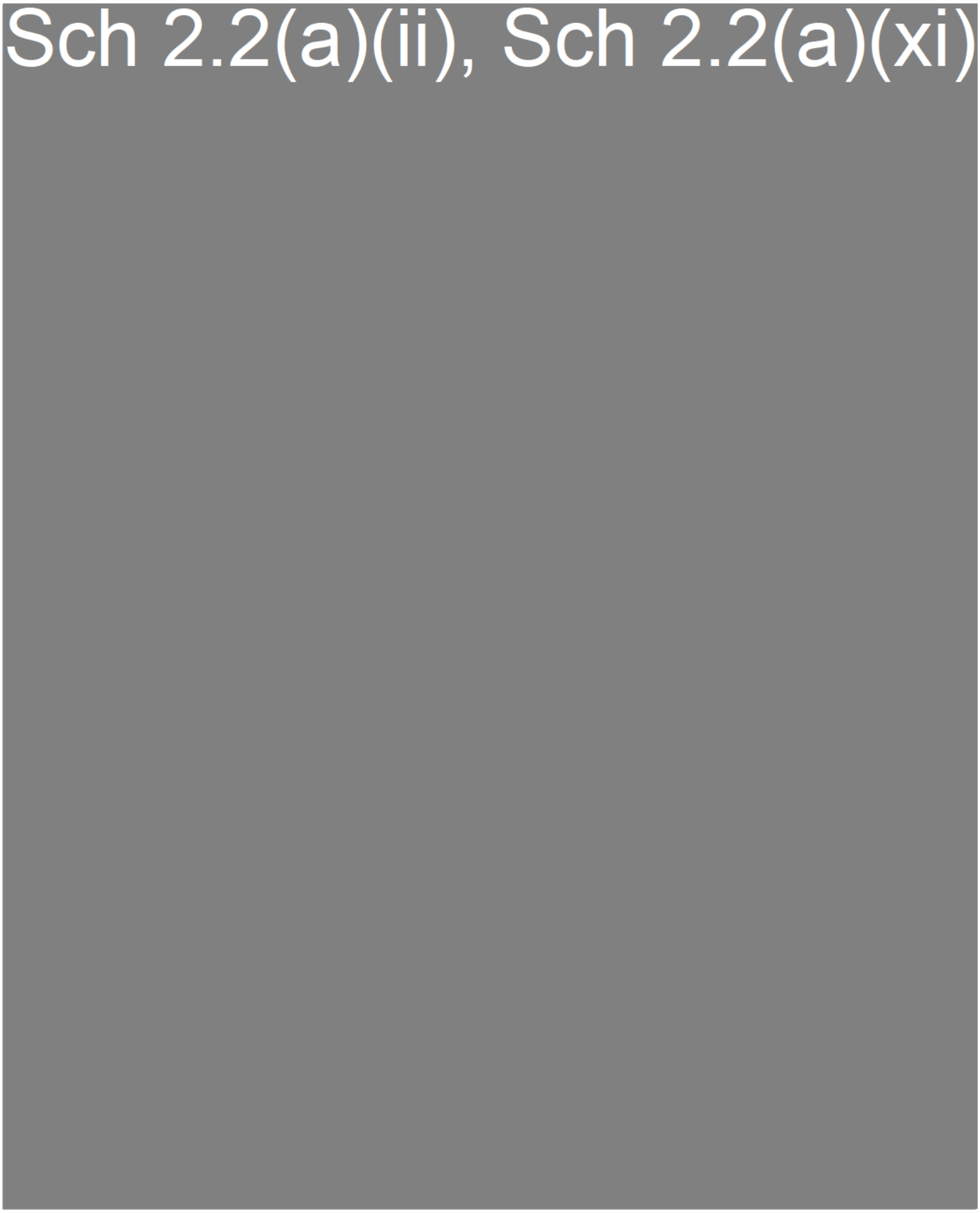
Sch 2.2(a)(ii), Sch 2.2(a)(xi)


Sch 2.2(a)(xi)


Sch 2.2(a)(xi)

# Sch 2.2(a)(xi)


Sch 2.2(a)(xi)


Sch 2.2(a)(ii), Sch 2.2(a)(xi)


Sch 2.2(a)(xi)

## CONFIDENTIALITY UNDERTAKING

### PICM0001121- Defence Industry Support Services (2 positions) (Procurement)

I, Sch 2.2(a)(ii) of **Economic Development, 220 London Circuit, Canberra ACT 2601** am participating in the procurement entitled **PICM0001121- Defence Industry Support Services (2 positions)** in the role of **Evaluation Team Member**.

I undertake that:

(a) I will not disclose, discuss or in any way make available or (knowingly) accessible, Confidential Information which is disclosed to me in any forum or communication, to any person who is not already authorised to have the Confidential Information, and

(b) I will sign any further undertaking as directed by a duly authorised officer of the ACT Government, if I become a decision-maker or participant in the Procurement.

I understand that "Confidential Information" includes information about the Procurement which has not been published by due authorisation, and includes all information that:

(a) is by its nature confidential,

(b) is notified to me as being confidential, or I otherwise know or ought reasonably to know is confidential, or

(c) is considered or likely to be considered confidential by the Cabinet of the Australian Capital Territory,

whether in written, digitised, spoken or in any other form, but does not include information which:

(d) is or becomes public knowledge other than by an unauthorised disclosure, or

(f) has been notified to me as being not confidential.

Signature: .. Sch 2.2(a)(ii) ..... Date: 25/09/2023

# CONFLICT OF INTEREST DISCLOSURE

## PICM0001121- Defence Industry Support Services (2 positions) (Procurement)

I, Sch 2.2(a)(ii) of **Economic Development, 220 London Circuit, Canberra ACT 2601** am participating in the procurement entitled **PICM0001121- Defence Industry Support Services (2 positions)** in the role of **Evaluation Team Member**.

I declare that:

☒ I have received notification of tenderers/respondents/proponents for the Procurement.

**AND**

☒ there is no actual, potential, or perceived conflict of interest by virtue of my participation in the Procurement in the above role.

| | Reason for conflict of interest | Details – please provide an attachment if space is not sufficient. |
|---|---|---|
| ☐ | Financial and economic interests, such as debts or assets | n/a |
| ☐ | Family or private businesses | n/a |
| ☐ | Secondary employment commitments | n/a |
| ☐ | Affiliations with for-profit and non-profit organisations, sporting bodies, clubs, and/or associations | n/a |
| ☐ | Affiliations with political, trade union or professional organisations, and/or other personal interests | n/a |
| ☐ | Obligations to professional, community, ethnic, family, or religious groups in a personal or professional capacity, and/or relationships to people living in the same household | n/a |
| ☐ | Enmity towards or competition with another individual or group | n/a |
| ☐ | Significant family or other relationships with clients, contractors or other staff working in the same (or related) organisation | n/a |
| ☐ | Highly specialised skills in an area where demand for the skills frequently exceeds supply | n/a |
| ☐ | Specific future employment prospects or plans (i.e. post-separation employment) | n/a |
| ☐ | Other | n/a |

Signature: .. Sch 2.2(a)(ii) ..... Date: 25/09/2023

# CONFIDENTIALITY UNDERTAKING

## PICM0001121- Defence Industry Support Services (2 positions) (Procurement)

I, Sch 2.2(a)(ii), Sch 2.2(a)(xi) of **Economic Development, 220 London Circuit, Canberra ACT 2601** am participating in the procurement entitled **PICM0001121- Defence Industry Support Services (2 positions)** in the role of **Evaluation Team Member**.

I undertake that:

(a) I will not disclose, discuss or in any way make available or (knowingly) accessible, Confidential Information which is disclosed to me in any forum or communication, to any person who is not already authorised to have the Confidential Information, and

(b) I will sign any further undertaking as directed by a duly authorised officer of the ACT Government, if I become a decision-maker or participant in the Procurement.

I understand that "Confidential Information" includes information about the Procurement which has not been published by due authorisation, and includes all information that:

(a) is by its nature confidential,

(b) is notified to me as being confidential, or I otherwise know or ought reasonably to know is confidential, or

(c) is considered or likely to be considered confidential by the Cabinet of the Australian Capital Territory,

whether in written, digitised, spoken or in any other form, but does not include information which:

(d) is or becomes public knowledge other than by an unauthorised disclosure, or

(f) has been notified to me as being not confidential.

Signatur Sch 2.2(a)(ii), Sch 2.2(a)(xi) ..... Date: 26/09/2023

# CONFLICT OF INTEREST DISCLOSURE

## PICM0001121- Defence Industry Support Services (2 positions) (Procurement)

I, Sch 2.2(a)(ii), Sch 2.2(a)(xi) of **Economic Development, 220 London Circuit, Canberra ACT 2601** am participating in the procurement entitled **PICM0001121- Defence Industry Support Services (2 positions)** in the role of **Evaluation Team Member**.

I declare that:

☒ I have received notification of tenderers/respondents/proponents for the Procurement.

**AND**

☒ there is no actual, potential, or perceived conflict of interest by virtue of my participation in the Procurement in the above role.

| | Reason for conflict of interest | Details – please provide an attachment if space is not sufficient. |
|---|---|---|
| ☐ | Financial and economic interests, such as debts or assets | n/a |
| ☐ | Family or private businesses | n/a |
| ☐ | Secondary employment commitments | n/a |
| ☐ | Affiliations with for-profit and non-profit organisations, sporting bodies, clubs, and/or associations | n/a |
| ☐ | Affiliations with political, trade union or professional organisations, and/or other personal interests | n/a |
| ☐ | Obligations to professional, community, ethnic, family, or religious groups in a personal or professional capacity, and/or relationships to people living in the same household | n/a |
| ☐ | Enmity towards or competition with another individual or group | n/a |
| ☐ | Significant family or other relationships with clients, contractors or other staff working in the same (or related) organisation | n/a |
| ☐ | Highly specialised skills in an area where demand for the skills frequently exceeds supply | n/a |
| ☐ | Specific future employment prospects or plans (i.e. post-separation employment) | n/a |
| ☐ | Other | n/a |

Signature: .. Sch 2.2(a)(ii), Sch 2.2(a)(xi) ..... Date: 26/09/2023

# CONFIDENTIALITY UNDERTAKING

Insert Procurement Unique Identifier - Insert Procurement Title **(Procurement)**

I, [redacted] of Business and Innovation am participating in the procurement entitled (**Procurement**) in the role of **Evaluation Team Member**.

I undertake that:

(a) I will not disclose, discuss or in any way make available or (knowingly) accessible, Confidential Information which is disclosed to me in any forum or communication, to any person who is not already authorised to have the Confidential Information, and

(b) I will sign any further undertaking as directed by a duly authorised officer of the ACT Government, if I become a decision-maker or participant in the Procurement.

I understand that "Confidential Information" includes information about the Procurement which has not been published by due authorisation, and includes all information that:

(a) is by its nature confidential,

(b) is notified to me as being confidential, or I otherwise know or ought reasonably to know is confidential, or

(c) is considered or likely to be considered confidential by the Cabinet of the Australian Capital Territory,

whether in written, digitised, spoken or in any other form, but does not include information which:

(d) is or becomes public knowledge other than by an unauthorised disclosure, or

(f) has been notified to me as being not confidential.

Signature [redacted] Date: ...26/9/23.....

# CONFLICT OF INTEREST DISCLOSURE

Insert Procurement Unique Identifier- Insert Procurement Title **(Procurement)**

I, Sch 2.2(a)(ii), Sch 2.2(a)(xi) of Business and Innovaiton am participating in the procurement entitled Insert Procurement Unique Identifier - Insert Procurement Title in the role of **Evaluation Team Member**.

I declare that **[Drafting Note:** Select the options that apply]:

☒ I have received notification of tenderers/respondents/proponents for the Procurement.

**OR**

☐ I have not yet received notification of tenderers/respondents/proponents for the Procurement.

**AND**

☒ there is no actual, potential, or perceived conflict of interest by virtue of my participation in the Procurement in the above role.

**OR**

☐ an actual, potential, or perceived conflict of interest arises by virtue of my participation in the Procurement in the above role for the following reason(s) **[Drafting Note:** Select as many options as apply]:

| | **Reason for conflict of interest** | **Details – please provide an attachment if space is not sufficient.** |
|---|---|---|
| ☐ | Financial and economic interests, such as debts or assets | |
| ☐ | Family or private businesses | |
| ☐ | Secondary employment commitments | |
| ☐ | Affiliations with for-profit and non-profit organisations, sporting bodies, clubs, and/or associations | |
| ☐ | Affiliations with political, trade union or professional organisations, and/or other personal interests | |
| ☐ | Obligations to professional, community, ethnic, family, or religious groups in a personal or professional capacity, and/or relationships to people living in the same household | |
| ☐ | Enmity towards or competition with another individual or group | |
| ☐ | Significant family or other relationships with clients, contractors or other staff working in the same (or related) organisation | |
| ☐ | Highly specialised skills in an area where demand for the skills frequently exceeds supply | |
| ☐ | Specific future employment prospects or plans (i.e. post-separation employment) | |
| ☐ | Other | |

Signature: ..... Sch 2.2(a)(ii), Sch 2.2(a)(xi)

Date: 26/09/23

**From:** Sch 2.2(a)(ii)
**Sent:** Friday, 29 September 2023 11:44 AM
**To:** Sch 2.2(a)(ii)
**Cc:** Sch 2.2(a)(ii)
**Subject:** RE: Procurement Advice- Summary of meeting

OFFICIAL

Hi Sch 2.2(a)(ii),

As per our discussion and based on the information you provided, the following items will need to be addressed in the Evaluation Report:

- Justification that the preferred Tenderer can provide the goods/services as per your Statement of Requirement (SOR);
- The proposed contract value is slightly higher than your original budget (approximately $4000 dollars from our discussion). This is low risk and can be accepted as such. You may wish to negotiate and seek clarification if they can fit within your budget and how this could be managed.
- Although the preferred Tenderer model may be different to the proposed SOR model, you are confident that the goods/services can be provided as the differences you mention are low risk (mainly workload split and the use of a subcontractor) and will not impact the provision of services.

Your delegate needs to be comfortable that your recommendation and justification is a value for money proposition and has all the relevant information required to make an informed decision.

Based on the information provided, it appears you have an appropriate value for money justification that can be provided to your delegate for approval.

Please contact me if you have any further queries.

Regards,

Sch 2.2(a)(ii)
**Sourcing, Advice and Supply** | Procurement ACT
Chief Minister, Treasury and Economic Development Directorate | **ACT Government**
**Phone +61 2 6207 4415** |
**Level 1, 220 London Circuit, Civic, ACT 2600** | GPO Box 158 Canberra ACT 2601 | www.tenders.act.gov.au

If you are unable to contact me using the above details, please call Goods & Services Procurement on +61 2 6205 9797 or send us an email at GoodsAndServices@act.gov.au

*Please consider the environment before printing this email, if printing is necessary, print double-sided and black and white.*

---

**From:** Sch 2.2(a)(ii) @act.gov.au>
**Sent:** Friday, 29 September 2023 11:17 AM
**To:** Sch 2.2(a)(ii) @act.gov.au>
**Cc:** Sch 2.2(a)(ii), @act.gov.au>
**Subject:** Procurement Advice- Summary of meeting

OFFICIAL

Good Morning Sch 2.2(a)(ii),

Thank you very much for your time this morning.

As discussed we have sent out an RFQ for services, in this RFQ we outlined that the role requirements and the amount. We did include that we would be looking for two people to undertake this role.

The applicant has come back a little over budget, included a sub-contractor and has proposed a different model of working. Instead of a 50/50 split the applicant has indicated that they will undertake the majority of the workload and the sub-contractor will assist and support. As such the applicant has recommended a higher pay scale for themselves which is more then was outlined per person in the RFQ.

Can you please confirm that you are comfortable for us to continue and to reflect in the procurement evaluation how this still meet and demonstrates value for money and there is no risk in doing so.

Thank you

Sch 2.2(a)(ii) Business and Innovation | Economic Development
T: Sch 2.2(a)(ii) E: Sch 2.2(a)(ii) g@act.gov.au

Chief Minister, Treasury and Economic Development Directorate | ACT Government
Constitution Place, 220 London Circuit, Canberra City | GPO Box 158 Canberra ACT 2601 | www.act.gov.au
Please note my core hours are 0800 – 1600

# Attachment A
# Evaluation Report

PICM0001121 **for provision of** Procurement of Defence industry support services 2023-2024**.**

## 1. BACKGROUND

On 15 September 2023, ACT Government issued for the above services.

The RFQ was issued via email.

At the RFQ Closing Time on the 22 September 2023 One response was received as follows:

Sierra Rising Pty Ltd **(73 662 784 241)**

The *Territory Standard Short Form Contract* will be used to enter into an arrangement with the Preferred Supplier.

## 2. COMPLIANCE

The procurement was conducted in accordance with the *Government Procurement Act 2001* (ACT), *Government Procurement Regulation 2007*, and relevant Territory procurement policies.

This RFQ has not specified any **Threshold Criteria**.

## 3. EVALUATION METHODOLOGY

Responses were evaluated against the criteria stated in the *Territory's Standard Terms of Quotation* to determine the best value for money outcome for ACT Government.

The criteria for evaluation were the:

- extent to which the Potential Supplier's Response meets the Customer's requirement set out in the RFQ;
- Potential Supplier's proven capacity to provide the requirement;
- total costs to be incurred by the Customer; and
- Risk.

The Evaluation Team consisted of:

| Name | Position Title | Role |
|---|---|---|
| Sch 2.2(a)(ii) | Sch 2.2(a)(ii) | Panel chair |
| | | Panel member |
| | | Panel member |

ACT Government

# Attachment A
# Evaluation Report

## 4. FINDINGS OF THE EVALUATION TEAM

One response was received and the one response was compliant with the RFQ terms and the Territory Standard Terms of Quotation. A summary of compliance provided below:

| | |
|---|---|
| Sierra Rising Pty Ltd, ABN 73 662 784 241 | Compliant |

The compliant response was assessed by the Evaluation Team against each of the evaluation criteria.

The assessment was then considered in a comparative manner to determine whether the Response represented the best value for Money and to establish the Preferred Supplier. The outcome of the comparative assessment is documented in the Group Evaluation Assessment at **Appendix 1**.

The Evaluation Team assessed that Sierra Rising Pty Ltd (ABN 73 662 784 241) provided a Response that was value for money. Sierra Rising demonstrates excellent understanding of the services required and extensive proven capacity and experience to deliver the services outlined in the Statement of Requirement. This is further supported by Sierra Rising Pty Ltd sub-contracting Technology Innovation Partners Pty Ltd in a supporting role.

Please see Appendix 1 for a breakdown of value for money.

## 5. RECOMMENDATION

The Evaluation Team recommends that a Contract be entered into with Sierra Rising Pty Ltd (ABN 73 662 784 241).

The proposed Contract will commence on 6-Oct-23, for a term of six (6) months, with a contract extension option of six (6) months. The total cost for the initial contract term is $78,375.00 (inclusive of GST).

Approval to exercise any contract extension will be sought prior to extending the arrangement.

| Name | Role | Signature | Date |
|---|---|---|---|
| Sch 2.2(a)(ii) | Panel chair | Sch 2.2(a)(ii) | 29/9/23 |
| | Panel member | | 29/09/2023 |
| | Panel member | | 29/09/2023 |

ACT Government

# Evaluation Report – Attachment C
# Group Evaluation Assessment



| Supplier name | Evaluation Criteria | | Value for Money Assessment and Comments |
|---|---|---|---|
| Karen Schilling | Meets requirement | 3.5 | Strengths<br>Sierra Rising Pty Ltd's response outlines how the requirements of the customer will be met very clearly against the KPI's mentioned in the Statement of Requirement. The response demonstrated good understanding of the assessment criteria and resource allocation across the services required.<br>Sierra Rising's RFQ response indicates a high understanding and strong connections across the Commonwealth Government, peak organisations, key defence-related agencies and defence industry businesses large and small.<br>Sierra Rising has indicated they can attend all events and consultations required as part of the RFQ.<br>Sierra Rising's capacity to meet requirements is enhanced by its engagement of Technology Innovation Partners to support program delivery.<br>Sch 2.2(a)(ii), Sch 2.2(a)(xiii) |
| | Proven capacity | 4 | Strengths<br>Sierra Rising demonstrates excellent understanding of the services required and extensive proven capacity and experience to deliver the services outlined in the Statement of Requirement. Both Sierra Rising, and the sub-contractor Technology Innovation Partners, have previous relevant experience with excellent track record. |

ACT Government

# Evaluation Report – Attachment C
# Group Evaluation Assessment



| | | | | |
|---|---|---|---|---|
| | | | Individuals have also demonstrated solid understanding of Defence procurement processes and experience of coaching SMEs in this sector through various platforms. Both [redacted] have both previously attended Indo Pac and MilCIS and have a sound understanding of the requirements of the event.<br>Sierra Rising have confirmed that both [redacted] are both available to attend all required events and stakeholder engagement workshops.<br>Sierra Rising has confirmed ongoing capacity to engage with the ACT Government's Key Sectors team fortnightly and as required for defence-related state and territory meetings.<br>[redacted] | |
| | Total cost | 4 | $78,375.00 | Sierra Rising has submitted a cost that is outside the proposed market range as indicated on the RFQ ($26,000-$36,000 per person for the six month period). However, the response also provides the services of two individuals.<br>[redacted] has proposed 1-2 days per week, with more days allocated for IndoPac and MilCIS with a total of 39 days over the life of the contract. The price breakdown for these days is $53,625 (incl GST).<br>The response has proposed [redacted] would undertake 1 day per fortnight, with more days allocated for IndoPac and MilCIS with a total of 18 days over the life of the contract. The price breakdown for these days is $24,750. |

ACT Government

# Evaluation Report – Attachment C
# Group Evaluation Assessment



| | | | | |
|---|---|---|---|---|
| | | | | [redacted] has therefore exceeded the suggested market range for one individual by $17,625 (for just her 39 days).<br>The RFQ had been released with the intent of hiring two individuals to the roles, with a total estimated budget of $72,000. Sierra Rising's response provides for two individuals to undertake the role and comes in only slightly over the estimated total budget for the RFQ.<br>Given the extensive experience of both the respondent and suggested sub-contractor, the panel deems that this represent value for money as it not only meets the requirements of the RFQ, but provides a high level of confidence that the requirement of the role will be met.<br>Finally, it is understood by the panel that other state and territory governments renumerate similar roles at a higher threshold than has been reflected in the suggested market range. |
| | Risk rating | Low | Given [redacted] past experience with defence advisory services and Ms Schilling's Defence career, the panel deems that Sierra Rising's response represents low risk.<br>If ACT Government does not agree to this proposal, we risk not have a Defence Industry Support Services role for IndoPac and MilCIS which would be catastrophic reputationally and for Team Canberra industry participants. | |

Preferred Supplier: Sierra Rising Pty Ltd

Overall Value for Money Comment: Given the extensive experience of both the respondent and suggested sub-contractor, the panel deems that this represent value for money as it not only meets the requirements of the RFQ, but the applicant also provides a high level of confidence that the requirement of the role will be met to a high standard. Advice regarding the slight increase in

# Evaluation Report – Attachment C
# Group Evaluation Assessment



money and the suggested model of managing the workload and days worked between the applicant and the sub-contractor was sought from Procurement ACT and no further risk was identified.

| Name: | Role: | Signature: |
|---|---|---|
| Sch 2.2(a)(ii) | Panel Chair | Sch 2.2(a)(ii) |
| | Panel assessor | |
| | Panel assessor | |

**From:** Sch 2.2(a)(ii)
**Sent:** Tuesday, 10 October 2023 4:48 PM
**To:** Sch 2.2(a)(ii)
**Cc:** Sch 2.2(a)(ii)
**Subject:** Re: Defence Industry Support Services - EBM Approval Container

OFFICIAL: Sensitive

Hi Sch 2.2(a)(ii),

I am out at the Cyber Hub events but we have spent/committed approx $200,000 to date out of the defence budget ($408,000). So we have enough for this (DISS), Advocates (pending Rem Tribunal determination) and Land Forces floor space for 2024.

Sch 2.2(a)(ii) can you add this email to the TRIM container as requested by Sch 2.2(a)(ii) please.

Thanks,
Sch 2.2(a)(ii)

Get Outlook for iOS

---

**From:** Sch 2.2(a)(ii) act.gov.au>
**Sent:** Tuesday, October 10, 2023 15:27
**To:** Sch 2.2(a)(ii) act.gov.au>;Sch 2.2(a)(ii) g@act.gov.au>
**Cc:** Sch 2.2(a)(ii) @act.gov.au>
**Subject:** FW: Defence Industry Support Services - EBM Approval Container

Thanks Sch 2.2(a)(ii), Sch 2.2(a)(xi) is just getting this figure now and will let me know then we'll respond and update the TRIM container as requested.

Cheers,
Sch 2.2(a)(ii), Sch 2.2(a)(

-----Original Message-----
From: Sch 2.2(a)(ii) n@act.gov.au>
Sent: Tuesday, October 10, 2023 2:58 PM
To: Sch 2.2(a)(ii) @act.gov.au>;Sch 2.2(a)(ii) act.gov.au>
Subject: Defence Industry Support Services - EBM Approval Container

OFFICIAL: Sensitive

Hi both,

Cn you please advise approximately how much is available in the Key Industry Development, Promotion, and Advocacy Budget 2023-24 budget appropriation?

My question relates to para. 4 in the Approval Minute where it says:
" 4. The proposed contract value as submitted by Sierra Rising Pty Ltd is slightly higher per hours worked than the market range indicated in the RFQ. The original market range was listed as up to $36,000 (excluding GST) per position to total up to $72,000 (excluding GST), for two roles working 2 days per week on average. Sierra Rising Pty Ltd has submitted a quote for a total of $71,250 (excluding GST) for one contractor for 1-2 days per week on average

and one contractor for 1 day per fortnight, with more days to be worked for both contractors during the November Defence events. Key Sectors have confirmed that this can be covered in the Key Industry Development, Promotion, and Advocacy Budget 2023-24 budget appropriation..."

I know we spoke about this late last week in relation to the Space Hub RFQ (while [redacted] was away) but for completeness I think best to confirm via email, and then please upload the email trail to the TRIM container.

Many thanks

Sch 2.2(a)(ii)

ACT Government

REF: CM2023/5412

# APPROVAL TO ENTER INTO AN ARRANGEMENT

**To:** Sch 2.2(a)(ii), Executive Branch Manager, Business and Innovation, Economic Development

**Subject: PICM0001121** for the provision of procurement of defence industry support services.

## RECOMMENDATIONS

**That you:**

**AGREE** to the recommendation(s) in the Evaluation Report (**Attachment A**).

**AGREED / NOT AGREED / PLEASE DISCUSS**

**APPROVE** entering into an arrangement, incorporating Territory Standard Contract Terms, with Sierra Rising Pty Ltd (ABN: 73 662 784 241), valued at $78,375.00 (inclusive of GST), for a period of six (6) months.

**APPROVED / NOT APPROVED / PLEASE DISCUSS**

Sch 2.2(a)(ii)

Executive Branch Manager, Business and Innovation, Economic Development

11 /10/2023

**Key Points:**

1. The procurement was conducted in accordance with the *Government Procurement Act 2001* (ACT), *Government Procurement Regulation 2007*, and relevant Territory procurement policies.
2. The Request for Quote (RFQ) was issued directly to three providers via the Defence ACT mailbox as part of a select tender on 15/09/2023 and closed on 22/09/2023. One response was received for two of the providers as a combined submission.
3. The panel assessed the response (at Attachment B) from Ms Karen Schilling Director of Sierra Rising Pty Ltd, with a subcontractor listed as Sch 2.2(a)(ii), Sch 2.2(a)(xi) [redacted].
4. The proposed contract value as submitted by Sierra Rising Pty Ltd is slightly higher per hours worked than the market range indicated in the RFQ. The original market range was listed as up to $36,000 (excluding GST) per position to total up to $72,000 (excluding GST), for two roles working 2 days per week on average. Sierra Rising Pty Ltd has submitted a quote for a total of $71,250 (excluding GST) for one contractor for 1-2 days per week on average and one contractor for 1 day per fortnight, with more days to be worked for both contractors during the November Defence events. Key Sectors have confirmed that this can be covered in the *Key Industry Development, Promotion, and Advocacy Budget 2023-24* budget appropriation and that these proposed hours are still suitable to cover the requirements of the roles during the period of the contract.
5. The Evaluation Panel determined that this higher contract value per hours worked does represent value for money as the ACT Government would be procuring the services of two highly

experienced and capable individuals to undertake the work as required by the RFQ under one contract.

6. Overall, the Evaluation Panel determined that Sierra Rising Pty Ltd and subcontractor represented value for money in their capability and capacity, and that the price also represents value for money. Please see Attachment A for the evaluation report and Attachment C for the Panel Evaluation Worksheet.
7. Procurement ACT has been consulted and advised (at Attachment D) that as the quote submitted by Sierra Rising Pty Ltd is only slightly above the market range per hours worked referenced in the RFQ, if value for money has been determined then we are able to proceed and to accept this quote with the approval of the Delegate.
8. The contract with Sch 2.2(a)(ii) of Sierra Rising Pty Ltd for $78,375.00 (inclusive of GST) is expected to commence on 10 October 2023 and end on 10 April 2024, with a contract extension option of One (1) period, of six (6) month(s).
9. Approval to exercise any contract variation or extension will be sought prior to varying the arrangement.
10. Pending your agreement, B&I will send the contract to Sierra Rising Pty Ltd for their signing and return. The Supplier's signed copy will be provided to the appropriate Delegate for counter-signature.
11. The Contract will commence after it has been signed by both parties and an electronic copy will be stored as a record.

**Contact Officer:**
Sch 2.2(a)(ii)
Sch 2.2(a)(ii)
**Date:** 09/10/2023

ACT Government

TERRITORY SHORT FORM CONTRACT

# PARTIES AND ADDRESSES FOR SERVICE OF NOTICES

| | |
|---|---|
| **Contract Number:** | PICM0001121 |
| **Contract Title:** | Defence industry support services |
| **Execution Date:** | 12 October 2023 |

## The Customer

| | |
|---|---|
| **Name:** | **AUSTRALIAN CAPITAL TERRITORY** established under the *Australian Capital Territory (Self-Government) Act 1988* (Cth) represented by Chief Minister, Treasury and Economic Development (**Customer**). |
| **Address:** | Level 3, 220 London CCT, Canberra, ACT 2601 |
| **Customer Contract Manager:** | Sarah Free, Assistant Director, Key Sectors, Business and Innovation |
| **Address for Notices:** | Level 3, 220 London CCT, Canberra, ACT 2601 |
| **Phone:** | (02) 6207 9517 |
| **Email:** | Sch 2.2(a)(ii)@act.gov.au; DefenceACT@act.gov.au |

## Supplier

| | |
|---|---|
| **Name:** | Sierra Rising Pty Ltd (**Supplier**) |
| **ABN/ACN/ARBN:** | 73 662 784 241 |
| **Address:** | 10 Lutana Street, Lyons, ACT 2606 Australia |
| **Supplier Contract Manager:** | Karen Schilling |
| **Address for Notices:** | 10 Lutana Street, Lyons, ACT 2606 Australia |
| **Phone:** | +61 402 051 006 |
| **Email:** | Karen.Schilling@sierrarising.com.au |

# STATEMENT OF WORK

## C.A.1 KEY EVENTS AND DATES

| Event | Date or Description |
|---|---|
| **Contract Start Date** | This Contract will commence on the date the Contract is executed. The expected start date is 12 October 2023. If a Contract Extension Option is set below and the Customer exercises the Contract Extension Option, the Contract will continue until the end of the extended time (unless it is terminated earlier). |
| **Contract Term** | This Contract will remain in force for a period of six (6) months from the Contract Start Date, unless it is terminated earlier. |
| **Contract Extension Option** | The Customer may, at its absolute discretion, extend the contract for – six (6) months. |

## C.A.2 THE SUPPLIES

### Services

This role facilitates growth opportunities for small to medium businesses in defence and related industries within the ACT by identifying, connecting, aligning, promoting, and championing. The positions provide crucial advocacy services in driving growth across the local industry, and preserving and growing local jobs. The weekly commitment is circa two days per week, under flexible arrangements that allows for attendance at Team Canberra events locally and interstate.

The required services include the following:

- Representing the ACT Government, hosting the 'Team Canberra' stands, and facilitating introductions between key decision makers and local businesses at:
    - Indo Pacific International Maritime Exposition (Indo Pacific) 2023, 7-9 November 2023 held in Sydney at the International Convention & Exhibition Centre; and
    - Military Communications and Information Systems (MilCIS) 2023, 14-16 November 2023 held in Canberra at the National Convention Centre.
    - Participating in pre-event pitch briefings and feedback sessions for local businesses attending these events.
    - Hosting post-event debrief sessions for local businesses that attended these events.
    - Providing short post-event reports following these events.

- Creating connections, introductions and opportunities for defence and related industries, including space and cyber security. This includes:
    - Identifying new business leads and improving working relationships that could lead to securing business contracts for ACT defence and related businesses;
    - Creating connections and opportunities for ACT defence and related businesses to meet with customers and decision-makers;
    - Representing the ACT Government at state and territory and/or Commonwealth Government meetings as required; and
    - Representing the ACT Government at other industry events, seminars and conferences as required.

## C.A.2 (a) Standards and Key Performance Indicators

To demonstrate progress towards achievement of the Requirement, the Supplier will be required to comply with the following Key Performance Indicators:

| Key Performance Indicators | Frequency on a six-month contract |
|---|---|
| Attendance at Team Canberra events | 2 (minimum) |
| Engagement with Key Sectors team | Fortnightly |
| Engagement with at minimum ten defence and related businesses on average per month | Monthly |
| Pre-event (pitch) briefings for businesses participating in Team Canberra events | 2 (minimum) |
| Post-event debriefings for businesses participating in Team Canberra events | 2 (minimum) |
| Post-event reports following Team Canberra events (can be combined) | 2 (to be determined) |
| Represent the ACT Government at industry events, seminars, conferences and/or territory, state and Commonwealth meetings | As required |

Please refer to C.A.6 Subcontractors for subcontractor details including attendance at November Team Canberra events.

## C.A.2 (b) Security Requirements

The Supplier is required to satisfy the following Security Requirements:

Not applicable.

## C.A.2 (c) Workplace Health and Safety

Notwithstanding Clause C.C.31 [Work Health and Safety], the following additional Workplace Health and Safety requirements apply.

Not applicable.

## C.A.2 (d) Delivery and Acceptance

See the *Territory's Standard Contract Terms* clause C.C.11 [*Delivery and Acceptance]*

## C.A.2 (e) Meetings and Reports

| Description | Frequency |
|---|---|
| Initial meeting (either online or in-person) | 1 |
| Fortnightly engagement with the Key Sectors team – Work Priorities (either online, telephone or in-person where required) | Fortnightly |
| Monthly defence state and territory meetings (either online or in-person) | Monthly |
| Pre and post-event briefings for businesses participating in defence-related Team Canberra events (either online or in-person) | 2 pre-event briefings (minimum)<br>2 post-event briefings (minimum) |

## C.A.2 (f) Customer Material

The Territory will provide:

- background material to support functions required of the role.

## C.A.2 (g) Facilities and Assistance Provided by the Customer

The Territory will provide:

- administrative support and resources as required at pre and post-event briefings to local businesses participating in Team Canberra events; and
- travel, accommodation and expenses in line with ACT Government travel guidelines to support the attendance at Team Canberra and industry events.

## C.A.3 CONTRACT PRICE AND PAYMENT

The total contract value is $78,375.00 (includes GST)

| Invoice | Amount (includes GST) | Date |
|---|---|---|
| Invoice 1 | $6,875.00 | 27/10/2023 |
| Invoice 2 | $28,875.00 | 24/11/2023 |
| Invoice 3 | $8,937.50 | 29/12/2023 |
| Invoice 4 | $1,718.75 | 26/01/2024 |
| Invoice 5 | $13,406.25 | 23/02/2024 |
| Invoice 6 | $18,562.50 | 02/04/2023 |
| **Total** | **$78,375.00** | |

## C.A.4 CONTRACT MANAGERS AND ADDRESSES FOR NOTICES

### Customer Contract Manager

The Customer Contract Manager and address for notices is as specified on the front page.

### Supplier Contract Manager

The Supplier's Contract Manager and address for notices is as specified on the front page.

## C.A.5 SPECIFIED PERSONNEL

Sch 2.2(a)(ii), Sch 2.2(a)(xi)

## C.A.6 SUBCONTRACTORS

Sch 2.2(a)(ii), Sch 2.2(a)(xi)

## C.A.7 WARRANTY PERIOD (for Supplies that include Goods)

Not appliable.

## C.A.8 INSURANCE

The Supplier must effect and maintain for the Term, all insurances required to be effected by it by law and the following insurances in the amounts stated:

(a) Public Liability insurance with coverage in the amount of no less than $10 million in respect of each occurrence.

(b) For Supplies that include services, professional indemnity insurance with coverage in the amount of no less than $10 million in the annual aggregate.

(c) For Supplies that include goods, product liability insurance to a value of $10 million in the annual aggregate.

The Supplier must provide evidence of the insurance if required by the Customer.

## C.A.9 CONFIDENTIAL TEXT UNDER THE *GOVERNMENT PROCUREMENT ACT 2001* (ACT)

The *Government Procurement Act 2001* (ACT), Part 3 (Notifiable Contracts) applies to this Contract.

| **Text of this contract considered to be Confidential Text** | **Applicable grounds under section 35(1) Procurement Act** |
|---|---|
| Not applicable. | Not applicable. |

All text of this contract is to be treated as "Public Text", in accordance with Division 3.3 (Availability of notifiable contracts) of the *Government Procurement Act 2001* (ACT). For more information about notifiable contracts and confidential text requirements click here.

# TERRITORY CONTRACT TERMS

**C.C.1 Background**

a) The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.

b) Some terms used in these *Territory Contract Terms* have been given a special meaning. Their meanings are set out either in the *Territory Glossary of Terms* or in the relevant Contract.

c) In the Contract, unless a contrary intention is expressed:

i) references to "Supplier" include any employees, agents or subcontractors of the Supplier;
ii) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
iii) words in the singular include the plural and vice versa;
iv) headings are for convenience only and do not affect the construction or interpretation of this Contract;
v) an obligation imposed on more than one person binds them jointly and severally; and
vi) the word "include" and any derivation is not to be construed as a word of limitation.

**C.C.2 Relationship of the Parties:**

a) Neither party is the employee, agent, officer or partner of the other party nor, by virtue of the Contract, authorised to bind or represent the other party.

b) The Supplier must ensure that its officers, employees, agents or subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

c) In all dealings related to the Contract, the parties agree to:

i) communicate openly with each other and cooperate in achieving the contractual objectives; and
ii) act honestly and ethically; and
iii) comply with reasonable commercial standards of fair conduct; and
iv) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
v) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

**C.C.3 Conflict of Interest:**

a) The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

b) If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

**C.C.4 Precedence of Documents:**

a) The Contract is comprised of:

i) *Additional Contract Terms* (if any);
ii) *Territory Glossary of Terms*;
iii) *Territory Contract Terms*; and
iv) *Statement of Work*; and
v) *Contract Annex 1 – Supplementary information* (if any),

unless otherwise agreed in writing between the parties.

b) If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

c) The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

**C.C.5 Governing Law:**

The laws of the Australian Capital Territory apply to the Contract.

**C.C.6 Entire Agreement:**

a) The Contract represents the parties' entire agreement in relation to the subject matter, at the time the Contract was entered.

b) Anything that occurred before the making of the Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the Request for Quotation were correct when made and remain correct.

c) The parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either party unless in writing and agreed by both parties.

d) If either party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

**C.C.7 Survival:**

Clauses C.C.14 (a), (b) and (c) [*Liability of the Supplier*], C.C.17 (d) and (f) [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Territory Laws and Policies*], C.C.23 [*Access to Supplier's Premises and Records*], C.C.25 [*Non-disclosure of Customer Information*], C.C.28 [*Fraud*] and any other provisions stated as surviving termination of this Contract will survive termination or expiry of the Contract.

**C.C.8 Notices:**

a) A Notice is deemed to be effected:

i) if delivered by hand - upon delivery to the relevant address;
ii) if sent by registered post - upon delivery to the relevant address; or
iii) if transmitted electronically - upon actual delivery as evidenced by a delivery receipt by the addressee.

b) A Notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

**C.C.9 Assignment:**

a) The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a

Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

b) To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

**C.C.10 Subcontracting:**

a) Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

b) The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6.

c) The Supplier must ensure that specified Subcontractors in Item C.A.6 [*Subcontractors*] (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

d) The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

e) The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

f) At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

**C.C.11 Delivery and Acceptance:**

a) The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

b) The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in Item C.A.2(d) [*Delivery and Acceptance*] and advise the Customer when it will be able to so.

c) Any Goods must be delivered at the times and to the places detailed in Item C.A.2(d) [*Delivery and Acceptance*], free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

d) The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Statement of Work at Item C.A.2(d) [*Delivery and Acceptance*], if the Goods and/or Services do not comply with the requirements of the Contract ("**Acceptance Period**").

e) If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

f) If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable) the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

g) If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

h) If requested by the Customer, the Supplier must provide the Customer with evidence to the Customer's satisfaction that the Goods are free of any encumbrance including any security interest.

i) The Supplier bears all risks for and associated with the Goods and their delivery to the Customer until the Goods have been delivered to and accepted by the Customer and (if required in the *Statement of Work*) installed and/or commissioned, including but not limited to insurance for the full replacement value of the Goods.

**C.C.12 Licences Approvals and Warranties:**

a) During the Warranty Period for the Goods the Supplier must without delay and at no cost to the Customer correct all defects in the Goods by way of repair, replacement or such other means acceptable to the Customer. The Supplier is liable for all costs incidental to the discharge of the warranty in this clause C.C.12(a) and any other warranty given in respect of the Goods, including any packaging, freight, disassembly and reassembly costs.

b) The Supplier warrants that no virus, worm, or other malicious code will be introduced into the Customer's systems as a result of the provision of any Goods and Services by the Supplier.

c) At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

d) The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

e) To the extent permitted by law and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

# TERRITORY CONTRACT TERMS

f) The Customer owns the Intellectual Property Rights in the Customer Material and the Material.

g) To the extent the Supplier or a third party holds any Intellectual Property Rights in any Pre-Existing Material, the Supplier grants to the Customer a royalty free, irrevocable, non-exclusive licence to enable the Customer to exercise full rights and interest in the Intellectual Property Rights in the Pre-Existing Material, including a right to sublicense. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

h) The Customer grants to the Supplier a non-exclusive, royalty free licence for the term of the Contract to exercise the Intellectual Property Rights in the Material and the Customer Material for the sole purpose of fulfilling its obligations under the Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

i) Intellectual Property Rights in Goods provided under the Contract, and pre-existing Intellectual Property Rights of the Supplier will not change as a result of the Contract.

**C.C.13 Specified Personnel:**

a) The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [*Specified Personnel*] (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

b) At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

   i) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
   ii) is not a fit and proper person; or
   iii) is not suitably qualified to perform the Services.

c) Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

**C.C.14 Liability of the Supplier:**

a) The Supplier indemnifies the Customer, its employees and agents against liability in respect of any claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Supplier, its employees, agents or subcontractors in connection with its obligations or representations under the Contract.

b) The Supplier's obligation to indemnify the Customer, its employees and agents will reduce proportionally to the extent that any act or omission, on the part of the Customer, its employees or agents contributed to the claim, loss or damage.

c) The parties acknowledge the Supplier's liability under this clause may be limited under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

d) The Supplier must effect and maintain during the Contract Term all insurances required by law, and insurances in amounts not less than the amounts (if any) specified in Item C.A.8 [*Insurances*] with a Prescribed Insurer and provide the Customer with proof when reasonably requested

**C.C.15 Termination or Reduction for Convenience:**

a) In addition to any other rights either party has under the Contract, the Customer acting in good faith, may at any time terminate the Contract or reduce the scope or quantity of the Goods and/or Services, by providing a Notice to the other party.

b) If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

c) The Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions).

d) The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [*Delivery and Acceptance*] and Item C.A.2(d) [*Delivery and Acceptance*] before the effective date of termination or reduction.

e) If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

f) Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

**C.C.16 Termination for Cause:**

a) The Customer may terminate the Contract in whole or in part if:

   i) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
   ii) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [*Delivery and Acceptance*] and the Goods and/or Services are not remedied as required by the Notice of rejection;
   iii) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
   iv) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or

b) Subject to complying with any requirements in the *Corporations Act 2001* (Cth), the Customer may issue a Notice to terminate this Contract, in whole or in part, if the Supplier:

   i) is unable to pay all its debts when they become due;

# TERRITORY CONTRACT TERMS

ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth); or

iii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966* (Cth).

c) Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

**C.C.17 Supplier Payments:**

a) The Customer must pay the Supplier the Contract Price following its receipt of a Correctly Rendered Invoice and otherwise in accordance with Item C.A.3 [*Contract Price and Payment*] of the *Statement of Work*.

b) The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

c) Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.

d) If the Supplier owes any amount to the Customer in connection with the Contract or any other contract between the parties or between the Supplier and any other Territory entity as defined in section 3(1) of the Procurement Act, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

e) Except if otherwise stated in this Contract, the Contract Price is:

i) payable within 30 days of receipt by the Customer of a Correctly Rendered Invoice;

ii) inclusive of GST and all other taxes, duties and charges; and

iii) inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.

f) If, after payment, any invoice is found to have been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Supplier as the case may be and, without limiting recourse to other available remedies, may be offset against any amount subsequently due by the Customer to the Supplier under the Contract.

**C.C.18 Dispute Resolution:**

a) For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (i) to (iv) of this clause sequentially:

i) both Contract Managers will try to settle the dispute by direct negotiation;

ii) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;

iii) if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;

iv) failing settlement within a further ten (10) Business Days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) Business Days of the request.

b) Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

c) The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

d) If the dispute is not resolved within thirty (30) Business Days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

e) Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

f) This procedure for dispute resolution does not apply to action relating to clause C.C.16 [*Termination for Cause*] or to legal proceedings for urgent interlocutory relief.

**C.C.19 Transition In:**

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

**C.C.20 Transition Out:**

If the Contract expires or is terminated under clause C.C.16 [*Termination for Cause*] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

**C.C.21 Compliance with Laws:**

The Supplier must comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

**C.C.22 Compliance with Territory Laws and Policies:**

a) The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all laws and Territory policies relevant to the Goods and/or Services.

b) Without limiting clause C.C.22(a), if the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to H below, it must:

i) immediately report it to the Customer and provide a written report on the matter within five (5) Business Days; and

ii) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

**C.C.23 Access to Supplier's Premises and Records:**

a) The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

b) Without limiting the powers of the Territory's Auditor-General under the *Auditor-General Act 1996* (ACT), the Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any audit or review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982 (Cth)* or *Freedom of Information Act 2016 (ACT)*.

c) The Supplier must act reasonably to cooperate with persons authorised to conduct an audit or checks and allow the Customer (at the Customer's expense) to take copies of all relevant records.

d) The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Territory record (as defined in the *Territory Records Act 2002* (ACT)) without the prior written consent of the Customer. All Territory records, including any held by subcontractors, must be returned to the Customer at the conclusion of the Contract.

**C.C.24 Information Privacy Act Requirements:**

a) In respect of any Personal Information held in connection with the Contract, the Supplier must:
   i) comply with the *Territory Privacy Principles* (TPPs) and any applicable TPP Code and must not (and procure that any subcontractor engaged by the Supplier does not) act or engage in a practice that breaches a TPP or a TPP Code; and
   ii) co-operate with any reasonable requests or directions of the Customer arising directly from, or in connection with, the exercise of the functions of the Information Privacy Commissioner under the Information Privacy Act.

**C.C.25 Non-Disclosure of Customer Information:**

a) The Supplier must:
   iii) use Customer Information held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;
   iv) not transfer Customer Information held in connection with this Contract outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without prior written approval of the Customer; and
   v) notify the Customer immediately if the Supplier becomes aware that a disclosure of Customer Information may be required by law or any unauthorised disclosure of Customer Information has occurred.

b) Other than as provided in the Contract, the Supplier must not disclose to any person, other than the Customer, any Customer Information, without prior written approval from the Customer. This obligation will not be breached where the Customer Information is:
   i) required or authorised to be disclosed by law or a stock exchange;
   ii) disclosed to the Supplier's solicitors, auditors, insurers or advisers;
   iii) publicly available (other than through breach of a confidentiality or non-disclosure obligation; or
   iv) in the possession of the Supplier without restriction in relation to disclosure before the date of receipt from the Customer.

c) The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

**C.C.26 Security and Safety:**

a) When accessing any Territory place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

b) The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

**C.C.27 Criminal Code:**

a) The Supplier acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of the Contract (other than to a person to whom the Supplier is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

**C.C.28 Fraud:**

a) For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Territory or causing a loss to the Territory by deception or other means.

b) The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of the Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of the Contract.

c) If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

**C.C.29 Taxation:**

a) The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

**C.C.30 Confidential Text under the Procurement Act:**

a) In giving effect to the principles of open and accountable government, the Customer may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Contract may be a notifiable contract under the Procurement Act and, if so, the Customer will be required to make the text of this Contract available to the public, including by publication on a contracts register.

b) If Item C.A.9 [*CONFIDENTIAL TEXT UNDER THE GOVERNMENT PROCUREMENT ACT 2001 (ACT)*] states that this Contract is a notifiable contract under the Procurement Act, the grounds on which the text is confidential are set out in Item C.A.9 and clause C.C.30 (c) applies.

c) Except as provided in this Contract, the Customer must not disclose confidential text specified in the Contract to any person without the prior written consent of the Supplier (which consent will not be unreasonably withheld) except to the extent that the confidential text:
   v) is required or authorised to be disclosed under law;
   vi) is reasonably necessary for the enforcement of the criminal law;
   vii) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
   viii) is generally available to the public;
   ix) is in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Supplier;
   x) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
   xi) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

**C.C.31 Work Health and Safety**

a) The Supplier must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health and safety of persons at risk.

b) The Supplier must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter.

c) The Supplier must exercise a duty of utmost good faith to the Customer in carrying out the work under this Contract to enable the Customer to discharge the Customer's duties under the WHS Legislation .

d) The Supplier must provide the Customer with a written report on all work health and safety matters referable to the conduct of the Services or provision of the Goods if requested.

e) Without limiting the above, the Supplier must comply with any additional obligations set out in Item C.A.2(c) (if any).

ACT Government

TERRITORY SHORT FORM CONTRACT

# TERRITORY GLOSSARY OF TERMS

The following definitions apply unless the context otherwise requires, a reference to:

(a) an Item in the form A.A.*[x]* – is a reference to an item in the **Territory Request for Quotation**;

(b) an Item in the form A.B.*[x]* – is a reference to an item in the **Territory Standard Terms of Quotation**;

(c) an Item in the form A.C.*[x]* – is a reference to an item in the **Draft Additional Contract Terms**;

(d) an Item in the form C.A.*[x]* – is a reference to an item in the **Statement of Work**;

(e) a clause in the form C.B.*[x]* – is a reference to a clause in the **Additional Contract Terms**; and

(f) a clause in the form C.C.*[x]* – is a reference to a clause in the **Territory Contract Terms**.

A reference to legislation or to provisions in legislation, include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.

**"Acceptable Quality"** means quality of goods that is:

(a) fit for all the purposes for which goods of that kind are commonly supplied;

(b) acceptable in appearance and finish;

(c) free from defects;

(d) delivered at the times to the places detailed in the *Statement of Work*;

(e) safe; and

(f) durable,

as the Customer, acting reasonably and being fully acquainted with the state and conditions of the goods (including any hidden defects of the goods), would regard as being acceptable having regard to the following matters:

(g) the nature of the goods;

(h) the price of the goods (if relevant);

(i) any statements made about the goods on any packaging or label on the goods;

(j) any representation made about the goods by the Supplier; and

(k) any other relevant circumstances relating to the supply of the goods.

**"Acceptance Period"** has the meaning given in clause C.A.2(d) *[Delivery and Acceptance]*, if specified.

**"Acceptance Tests"** has the meaning given in clause C.A.2(d) *[Delivery and Acceptance]*.

**"Additional Contract Terms"** means the terms and conditions set out in the section of the Contract with the heading "Additional Contract Terms".

"**Business Day**" means any day between Monday to Friday and not including any official public holidays in the Australian Capital Territory.

"**Canberra Region**" means the area comprising the Australian Capital Territory and the NSW Member Councils including Bega Valley, Eurobodalla, Goulbourn-Mulwaree, Hilltops, Queanbeyan-Palerang, Snowy Monaro, Upper Lachlan, Wingecarribee and Yass Valley.

**"Confidential Text"** means any text of this Contract that, for the purposes of the Procurement Act, either party proposes should not be published and which is specified in clause C.A.9 *[Confidential Text under the Government Procurement Act 2001 (ACT)]* as being Confidential Text.

**"Contract"** means an agreement for the provision of Goods and/or Services comprising the documentation specified in clause C.C.4 *[Precedence of Documents]*.

**"Contract Manager"** means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

**"Contract Price"** means the total price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

**"Contract Term"** has the meaning given in Item C.A.1 *[Key Events and Dates]*.

"**Correctly Rendered Invoice**" means an invoice that:

(a) is correctly addressed and calculated in accordance with the Contract;

(b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;

(c) includes any purchase order number, and the name and phone number of the Customer's Contract Manager;

(d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and

(e) is a valid tax invoice in accordance with the GST Act.

"**Customer**" means the party specified in a Contract as a Customer and, unless a contrary intention is expressed, references to "Customer" include any employees, agents or subcontractors of the Customer.

"**Customer Information**" the kind of information that:

(a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Customer which are by their nature confidential;

(b) is notified (whether in writing or not) by the Customer to the Supplier as being confidential; or

(c) is Personal Information,

but does not include information that:

(d) is or becomes public knowledge other than by breach of a Contract;

(e) has been independently developed or acquired by the Supplier; or

(f) has been notified by the Customer to the Supplier as not being confidential.

**"Customer Material"** means any material provided by the Customer to the Supplier for the purposes of this Contract including documents, equipment, information and data stored by any means, including, without limitation, any specified in Item C.A.2(g) in the *Statement of Work*.

**"Delivery and Acceptance"** means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

ACT Government

TERRITORY SHORT FORM CONTRACT

# TERRITORY GLOSSARY OF TERMS

**"Draft Additional Contract Terms"** means the terms and conditions set out in the section of the Request for Quotation with the heading "Draft Additional Contract Terms".

**"Goods and Services"** means:

(a) the Goods, Services or Goods and Services and any Material specified in the Contract; and

(b) all such incidental Goods and Services that are reasonably required to achieve the purpose of the Customer specified in the Contract.

**"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**"GST"** means a Commonwealth goods and services tax imposed by the GST Act.

**"Information Privacy Act"** means the *Information Privacy Act 2014* (ACT).

"**LIPP**" means the Territory's Local Industry Participation Policy.

"**Local**" means located within the Canberra Region, recognising constraints on application arising from the Territory's participation in inter-jurisdictional procurement and trade agreements.

**"Intellectual Property Rights"** means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

**"Material"** means any material brought into existence as part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

**"Moral Rights"** means the rights in *Part IX* of the *Copyright Act 1968* (Cth) including the right of attribution, the right against false attribution and the right of integrity.

**"Notice"** means an official notice or communication under the contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

**"Personal Information"** has the meaning set out in the Information Privacy Act.

"**Potential Supplier**" means a Respondent.

**"Pre-Existing Material"** means all material in existence at the date of this Contract and used by the Supplier for the purpose of providing the Goods and/or Services, including documents, information and data stored by any means.

"**Prescribed Insurer**" means an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard and Poor's.

**"Procurement Act"** means the *Government Procurement Act 2001* (ACT).

"**Requirement**" means:

(a) when used in the Request for Quotation, the Goods and Services described in A.A.2 [*The Requirement*]; and

(b) when used in the Territory Contract Terms, the Goods and Services described in the section of the *Statement of Work* with the heading "The Supplies".

"**Respondent**" means the legal entity that submits a response to a Request for Quotation.

"**Response**" means a quotation lodged by a respondent in response to a Request for Quotation.

"**RFQ**" means a Request for Quotation.

"**SME**" means Small to Medium Enterprise as defined by the Australian Bureau of Statistics (ABS) as businesses employing less than 200 people, or in accordance with the ABS Estimated Value of Agricultural Operations.

**"Specified Personnel"** means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 *[Specified Personnel]*.

**"Statement of Requirement"** means the statement of the Customer's requirement issued in the approach to the market for the Goods and/or Services (howsoever named).

**"Statement of Work"** means the section of the Contract, as the case may be, with the heading "Statement of Work".

**"Supplier"** means a party specified in a Contract as a Supplier and, unless a contrary intention is expressed, references to "Supplier" include any employees, agents or subcontractors of the Supplier.

**"Supplies"** has the same meaning as Goods and Services.

**"Support Material"** is Pre-Existing Material specified as support material in the *Statement of Work* (if any).

**"Territory"** means, when used in a geographical sense the Australian Capital Territory, when used in any other sense the body politic established under the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

**"TPPs"** means the Territory Privacy Principles provided for in section 13, and set out in Schedule 1, of the Information Privacy Act.

"**TPP Code**" means a code of practice about information privacy which, having regard to section 21(1) and (3) of the Information Privacy Act, binds an agency that engages the Supplier in the provision of the Goods and/or Services.

"**Warranty Period**" means the period of warranty for the Goods specified in Item C.A.7 in the *Statement of Work* or, if no warranty period is specified, 90 days from the date of acceptance of the Goods by the Customer in accordance with clause C.C.11 *[Delivery and Acceptance]*.

**"WHS Legislation"** means:

(a) the *Work Health and Safety Act 2011* (ACT);

(b) the *Work Health and Safety Regulation 2011* (ACT);

(c) all instruments issued under the *Work Health and Safety Act 2011*(ACT) or the *Work Health and Safety Regulation 2011* (ACT);

(d) all laws that replace the above laws; and

(e) all other laws applicable in the Australian Capital Territory dealing with work health and safety matters.

ACT Government

TERRITORY SHORT FORM CONTRACT

## Contract Signing Page

**SIGNED AS A CONTRACT ON**.....17 OCTOBER 2023.....

**SIGNED** for on behalf of the
**AUSTRALIAN CAPITAL TERRITORY**
in the presence of:

Sch 2.2(a)(ii)

Print name

Sch 2.2(a)(ii)

Signature of witness

Sch 2.2(a)(ii), Sch 2.2(a)(xi)

Print name

**SIGNED** by of for and on the behalf of
**SIERRA RISING PTY LTD 73 662 784 241**

Sch 2.2(a)(ii)

Print name

Sch 2.2(a)(ii)

Signature of second authorised officer*

Print name and position

Affix common seal, if required under constitution

**Note**

| | |
|---|---|
| Date: | Must be dated on the date the last party signs the contract or, if signed counterparts of the contract are exchanged, the date of exchange. Also date the cover page. |
| Company: | Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary. Common seal must be affixed if required under the Supplier's constitution. |
| Individual: | Must be signed by the individual supplier and witnessed. |
| Incorporated Association: | As a minimum, two authorised officers must sign. Otherwise, the contract must be signed in accordance with the Supplier's constitution. Common seal must be affixed if required under the constitution. |

OFFICIAL

ACT Government
Chief Minister, Treasury and Economic Development

# Caveat Brief

**Ref: CMTEDD2023/5203**

| | |
|---|---|
| **To:** | Minister for Economic Development |
| **From:** | Executive Branch Manager, Business and Innovation (B&I) |
| **Subject** | Appointment of Defence Industry Support Services provider |
| **Cleared By:** | Senior Director, Key Sectors, Business and Innovation |

- On 12 October 2023 you agreed to the establishment of a Defence and Advanced Technology Industry Advocate position, and noted that Economic Development (ED) would fill an interim role for Defence Industry Support Services through contractual arrangements (CMTEDD2023/4400).
- This brief is to inform you that B&I has now procured a Defence Industry Support Services provider via a select tender process. This procurement was conducted in accordance with the *Government Procurement Act 2001*, *ACT Government Procurement Regulation 2007*, and relevant Territory procurement policies.
- This interim arrangement enabled immediate 'Team Canberra' commitments to be met and industry support to continue while the process to establish, recruit and appoint Defence and Advanced Technology Industry Advocates is progressed.
- Team Canberra commitments include the Indo Pacific conference in Sydney (7-9 November 2023) and Military Communications and Information Systems (MilCIS) conference in Canberra (14 – 16 November 2023).
- The successful provider is Sch 2.2(a)(ii) f Sierra Rising Pty Ltd, with subcontractor Sch 2.2(a)(ii), Sch 2.2(a)(xi)
- Sch 2.2(a)(ii) commitment is circa two days per week under flexible arrangements that allow for attendance at Team Canberra events locally and interstate.
- Sch 2.2(a)(ii) is listed as a subcontractor as she has made the decision to transition away from the role in the future to pursue adjacent interests in the advanced manufacturing and technology sectors. Sch 2.2(a)(ii) commitment as a subcontractor is to provide mentoring, introductions to stakeholders and co-hosting Team Canberra events under the arrangement with Sch 2.2(a)(ii).
- The contract valued at $78,375.00 (inclusive of GST), for Sch 2.2(a)(ii) including subcontractor Sch 2.2(a)(ii), was signed on 17 October 2023, for a period of six months with a contract extension option of one period, of six months.

Andrew Barr MLA ..... 30/11/23

Action Officer: Sch 2.2(a)(ii)
Date: 8 November 2023

ACT Government
Chief Minister, Treasury and Economic Development

# CMTEDD INTERNAL MINUTE

| | |
|---|---|
| **Date:** | 10/04/2024 **TRIM No: CM2024/1559** |
| **To:** | Executive Branch Manager, Business and Innovation |
| **From** | Senior Director, Key Sectors |
| **Subject:** | Defence Industry Support Services provider - contract extension |
| **Critical Date:** | 15/04/2024 |
| **Critical Reason:** | Allow sufficient time for Key Sectors to enter negotiations to extend Defence Industry Support Services provider which expires on 16 April |

## Recommendations

That you:

1. Note the information contained in this brief.

***NOTED/~~PLEASE DISCUSS~~***

2. Agree to an extension for the Defence Industry Support Services to 18 September 2024 and for the Contract Manager to send the letter of variation to Sierra Rising Pty Ltd at Attachment A.

***AGREED/~~NOT AGREED/PLEASE DISCUSS~~***

Sch 2.2(a)(ii) **..... 11/04/2024**

## Background

1. On 12 October 2023, the now Minister for Trade, Investment and Economic Development agreed to the establishment of a Defence and Advanced Technology Industry Advocate (Advocate) position, and noted that Economic Development would fill an interim role for Defence Industry Support Services (DISS) through contractual arrangements (Ref: CMTEDD2023/4400) while the process to establish, recruit and appoint the Advocate progressed.
2. Following a select tender process, on 17 October 2023, Sierra Rising Pty Ltd Sch 2.2(a)(ii) [redacted] engaged to deliver DISS for the Territory, with [redacted] as a subcontractor.
3. In November 2023, Business, and Innovation (B&I) provided a Caveat brief to the now Minister for Trade, Investment and Economic Development confirming that the DISS arrangements in place (Ref: CMTEDD2023/5203).
4. The contract term is for six (6) months until 16 April 2024 with the possibility of extension for up to six (6) months.

## Issues

5. In February 2024, the Deputy Director-General, Economic Development agreed to progress the recruitment and advertise for the Advocate position (Ref:CM2024/223). The position was advertised on the ACT Government's jobs website on 14 March 2024, and subsequently on Seek and the ACT Government's LinkedIn, closing on Monday 8 April 2024.
6. Current timeframes indicate the appointment of an Advocate by mid-August 2024. Key Sectors have submitted a Cabinet Number Request Form with the proposed Cabinet date of 8 July 2024.
7. Key Sectors is seeking your approval to extend the Territory's contract with Sierra Rising Pty Ltd to 18 September 2024 to ensure consistency of coverage of Land Forces advocacy obligations to businesses and as a contingency to any delays to the Advocate appointment.
8. This approach ensures the Territory maintains a level of local industry support, especially in preparation and participation for Team Canberra at Land Forces International Land Defence Exposition in September and preparation only for Military Communications and Information Systems Conference (MilCIS) in November 2024.
9. The current contract value is $71,250 (excluding GST). In addition, the cost of the extension to 18 September 2024 is $65,312.50 (excluding GST).
10. The scope of services for the extension will continue to create connections, introductions and opportunities for defence and related industries, including space and cyber security and DISS support for local businesses at industry events, including Land Forces 2024.

11. A letter of variation for Sierra Rising Pty Ltd has been drafted using the template provided by Procurement ACT, and is at Attachment A for your approval. Once approved the letter will be issued to Sierra Rising Pty Ltd for [redacted] signature, and returned for signature by the contract manager ([redacted].

## Consultation

12. [redacted], Procurement ACT advised that a letter of variation is appropriate if there is an extension option, such as with the DISS contract, and provided the letter of variation template.

13. Unfortunately delays in a response from the general Procurement phone line resulted in a delay in providing this Minute for your approval. [redacted] was very responsive once contacted directly.

## Work Health and Safety

14. Nil.

## Financial

15. The Future Jobs Fund budget appropriation, as part of the 2022-23 ACT Budget, includes an allocation of $808,000 for Key Industry Development, Promotion and Advocacy for two years to June 2024.

16. The DISS extension will be financed from the Key Industry Development, Promotion and Advocacy 2023-2024 budget allocation. Key Sectors will work with the Finance and Business Services team to rollover funds from this allocation beyond 30 June 2024 to meet the agreed contract payment requirements.

## Risks/ Sensitivities

17. Significant reputational risk for the ACT Government may arise from if there is a gap between the Advocate appointment and provision of DISS.

18. There is likely to be a crossover of DISS providers and the Advocate once appointed, however this can be managed by the Key Sectors team and is viewed as low risk. Budget appropriation for the Advocate is part of the upcoming budget process.

## Media

19. Nil.

Sch 2.2(a)(ii)

Action Officer: Sch 2.2(a)(ii)
Phone: [redacted]

**From:** Sch 2.2(a)(ii)
**Sent:** Thursday, 11 April 2024 6:20 PM
**To:** Sch 2.2(a)(ii)
**Cc:** Sch 2.2(a)(ii)
**Subject:** RE: URGENT sorry - DISS extension by email as TRIM upgrading
**Attachments:** Attachment A- Letter-of-Variation- Sierra Rising Pty Ltd.docx; Internal Minute- Extension of the Defence Industry Support Services contract - HM signed 11042024.pdf

OFFICIAL: Sensitive

Hi Sch 2.2(a)(ii),

As discussed, please see attached the approved/signed minute and the agreed Letter of Variation for Sierra Rising.

Please upload the signed minute, replacement Letter of Variation and this email to the applicable TRIM container. I am then comfortable for you to complete my action in the TRIM workflow and I can add a comment indicating clearance.

Many thanks
Sch 2.2(a)(ii)

---

**From:** Sch 2.2(a)(ii), [redacted]@act.gov.au>
**Sent:** Thursday, April 11, 2024 5:27 PM
**To:** Sch 2.2(a)(ii) [redacted]@act.gov.au>
**Cc:** Sch 2.2(a)(ii), [redacted]act.gov.au>
**Subject:** URGENT sorry - DISS extension by email as TRIM upgrading
**Importance:** High

Hi Sch 2.2(a)(ii),

Please see attached as discussed. So sorry it is coming to you this urgently, the contract expires on Tuesday and we'll need to get this to Karen on Monday, so she can get it back to us on Monday.

TRIM upgrading but if you "sign" the Minute and send it back to me by email I will replace the documents in TRIM.

Kind regards,
Sch 2.2(a)(ii)

Sch 2.2(a)(ii) **Senior Director – Key Sectors**
Phone: Sch 2.2(a)(xi)3 | Email: Sch 2.2(a)(ii) [redacted]@act.gov.au | Website: canberra.com.au
**Business and Innovation | Economic Development | Chief Minister, Treasury and Economic Development Directorate**
220 London Circuit, Canberra City, 2601 | GPO Box 158 Canberra ACT 2601 | www.act.gov.au



ACT Government

12/04/2024

**Sierra Rising Pty Ltd**
**Karen Schilling**
**10 Lutana Street, Lyons, ACT 2606 Australia**
**Karen.Schilling@sierrarising.com.au**

| | |
|---|---|
| **Contract Name:** | **Defence industry support services** |
| **Contract Number:** | **PICM0001121** |

## AGREEMENT TO VARY CONTRACT

Dear Ms Karen Schilling

We write in relation to the Defence industry support services contract (Contract) between the AUSTRALIAN CAPITAL TERRITORY, represented by the Chief Minister, Treasury and Economic Development (Territory) and Sierra Rising Pty Ltd dated 17 October 2023.

The Contract allows for an extension of Sierra Rising Pty Ltd services for up to an additional six (6) months. The contract may be varied by the written agreement of the parties prior to the expiration of the contract (16 April 2024).

The Territory proposes to vary the Contract, with the variation taking effect from 16 April 2024 to 18 September 2024.

The variation is as set out below.

**Variation/s:**

(1) Item 1 The contract term of 16 April 2024 is replaced with the following:

Item 2 TERM The Commencement Date is 16/04/2024.
The Term of this contract is until 18/09/2024.

Item 3 DUTIES

- Provide the ACT's small and medium businesses with advice and mentoring enabling them to navigate the defence, cyber and space industries.
- Create connections and provide opportunities for the ACT's small and medium businesses to meet with customers and decision-makers.
- Provide access to relevant Defence networks for industry and the ACT Government.
- Represent the ACT at monthly Defence state and territory meetings.
- Work with the ACT Government Key Sectors team to support Industry.
- Meet with relevant industry stakeholders.

- Attend Team Canberra events including Land Forces 2024 to host the ACT Government stand and facilitate introductions between senior decision makers and local businesses.

(2) Item 1 CONTRACT PRICE AND PAYMENT is replaced with the following:

| | Services Period | End Date | No. Days | Ex GST | GST | Incl GST |
|---|---|---|---|---|---|---|
| Invoice 7 | Apr-24 | 3/05/2024 | 7 | 8,750.00 | 875.00 | 9,625.00 |
| Invoice 8 | May-24 | 31/05/2024 | 2 | 2,500.00 | 250.00 | 2,750.00 |
| Invoice 9 | Jun-24 | 28/06/2024 | 10 | 12,500.00 | 1,250.00 | 13,750.00 |
| Invoice 10 | Jul-24 | 2/08/2024 | 7 | 8,750.00 | 875.00 | 9,625.00 |
| Invoice 11 | Aug-24 | 30/08/2024 | 9.5 | 11,875.00 | 1,187.50 | 13,062.50 |
| Invoice 12 | Sep-24 | 18/09/2024 | 12 | 15,000.00 | 1,500.00 | 16,500.00 |
| **TOTAL** | | | **47.5** | **59,375.00** | **5,937.50** | **65,312.50** |

In order for these amendment/s to take effect, please indicate your agreement by signing and returning a scanned copy of this letter to the Territory by no later than 15 April 2024 at the following email address:

defenceACT@act.gov.au

Upon executing the letter, the Territory will promptly return a fully executed copy to you.

Please note that there will be no legally enforceable change in relationship between the parties or additional payments made until the execution of this letter by a duly authorised officer of the Territory. Please also note that the party who signs the letter last is the party that dates the letter; **do not** date the letter when signing.

If you have any queries in relation to this variation please contact your Territory Contract Manager.

Yours sincerely

Sch 2.2(a)(ii)_____

Territory Contract Manager

12/04/2024

Date

**The Contractor agrees to the variation/s described in thi**

Sch 2.2(a)(ii)

**SIGNED** for and on the behalf of Sierra Rising Pty Ltd ABN: 73 662 784

Signature of director/authorised officer/individual

Sch 2.2(a)(ii)

Sch 2.2(a)(ii)

Print name

Signature of second authorised officer*

Print name

Print name and position

**SIGNED AS A CONTRACT ON** 15 APRIL 2024

**SIGNED** for on behalf of the **AUSTRALIAN CAPITAL TERRITORY**

Sch 2.2(a)(ii)

Sch 2.2(a)(ii)

Sch 2.2(a)(ii)

ACT Government

# Purchase Order

ABN:72397293490

| Send To |
|---|
| SIERRA RISING PTY LTD<br>10 LUTANA ST<br>LYONS ACT 2606 |

| Deliver To |
|---|
| 220 London Circuit<br>Canberra City ACT 2601<br>AUSTRALIA |

| Invoice To |
|---|
| Economic Development<br>220 London Circuit<br>Canberra City ACT 2601<br>AUSTRALIA |

**Order Number :CLD34075**

Please quote this number on all deliveries and invoices.
Please supply the undermentioned goods/services in accordance with the terms and conditions.

**Supplier No:** 207317 **Buyer:** Sch 2.2(a)(ii) **Creation Date:** 26-Apr-2024

**Contact:** Sch 2.2(a)(ii), Sch 2.2(a)(xi) **Payment Terms:** 14 Days

**Phone:** **Contract No:** ECD1094

**Notes:**

| Item | Description | Qty | Unit | Unit Price | Unit Total |
|---|---|---|---|---|---|
| 1 | Sierra Rising - Defence Industry Support Services - Updated Milestone Payments (as per Letter of Variation) - 2023-24 | 65312.5 | EACH | 1.00 | 65,312.50 |

**Total Inclusive of GST, where applicable:** 65,312.50

Sch 2.2(a)(ii)

**Person Authorised to Sign**

**From:** Sch 2.2(a)(ii)
**Sent:** Monday, 18 September 2023 7:46 PM
**To:** Sch 2.2(a)(ii) Defence ACT
**Subject:** Questions regarding RFQ CM2023/3251

**Categories:** Sch 2.2(a)(ii)

**Caution:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. Learn why this is important

Hi Sch 2.2(a)(ii),

Thank you for the opportunity to provide a response to the Request for Quotation – CM2023/3251. I have some questions below which I would appreciate guidance on:

Sch 2.2(a)(ii), Sch 2.2(a)(xi)

This information will enable me to respond to the RFQ in the timeframe and format requested.

Kind Regards,

Sch 2.2(a)(ii)

**From:** Sch 2.2(a)(ii)
**Sent:** Friday, 13 October 2023 10:38 AM
**To:** Defence ACT
**Subject:** RE: Defence industry support services- Contract
**Attachments:** WIRE - CM23-120132 Defence industry support services 2023 2034- Contract with Sierra Rising Pty Ltd_signed.pdf

**Categories:** Sch 2.2(a)(ii)

**Caution:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. Learn why this is important

Good morning,

I wasn't sure whether I was required to sign this copy of the contract so please find attached our signed version.

Thanks and Regards,

Sch 2.2(a)(ii)

---

**From:** Defence ACT <DefenceACT@act.gov.au>
**Sent:** Thursday, October 12, 2023 3:51 PM
**To:** Sch 2.2(a)(ii)
**Subject:** Defence industry support services- Contract

OFFICIAL: Sensitive

Good Afternoon Sch 2.2(a)(ii),

Thank you for your time earlier, as discussed you were successful in the RFQ for the Defence industry support services. Please find the contract attached.

If you have any question please reach out.

Thank you

**Defence ACT** | Business and Innovation | Economic Development
E: DefenceACT@act.gov.au

Chief Minister, Treasury and Economic Development Directorate | ACT Government
Constitution Place, 220 London Circuit, Canberra City | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

---

**From** Sch 2.2(a)(ii)
**Sent:** Friday, September 22, 2023 4:15 PM
**To:** Defence ACT <DefenceACT@act.gov.au>
**Cc:** Sch 2.2(a)(ii)
**Subject:** CM2023/3251 Response to RFQ

**Caution:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. Learn why this is important

Good afternoon,

Please find enclosed my response to the Request for Quotation released on 15 Sep 23. This response offers services provided by Sch 2.2(a)(ii) .

Thank you for the opportunity to respond.

Please do not hesitate to contact me should any clarification or further information be required.

Kind Regards,

Karen.

**Karen Schilling**
Director
10 Lutana Street, Lyons, ACT 2606 Australia
Mobile: +61 402 051 006
Karen.schilling@sierrarising.com.au

---
This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.
---

**From:** Sch 2.2(a)(ii)
**Sent:** Monday, 15 April 2024 11:02 AM
**To:** Sch 2.2(a)(ii); Sch 2.2(a)(ii); Defence ACT; Sch 2.2(a)(ii)
**Cc:** Sch 2.2(a)(ii)
**Subject:** RE: Letter of Variation- DISS
**Attachments:** DISS Contract- Signed 15 April 2024.pdf

OFFICIAL

Good Morning Sch 2.2(a)(ii),

Please see attached the signed DISS letter of variation for your records.

Thank you
Sch 2.2(a)(ii),

**From:** Sch 2.2(a)(ii) @sierrarising.com.au>
**Sent:** Friday, April 12, 2024 11:01 AM
**To:** Defence ACT <DefenceACT@act.gov.au>; Sch 2.2(a)(ii)
**Cc:** Sch 2.2(a)(ii) act.gov.au>; Sch 2.2(a)(ii) @act.gov.au>; Sch 2.2(a)(ii), @act.gov.au>
**Subject:** RE: Letter of Variation- DISS

Sch 2.2(a)(ii) appears similar to someone who previously sent you email, but may not be that person.
Learn why this could be a risk

OFFICIAL

**Caution:** This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. Learn why this is important

Good morning,

Please find enclosed the signed letter of variation. I look forward to continuing to provide these services into the future.

Thanks and Regards,

Karen.

**From:** Defence ACT <DefenceACT@act.gov.au>
**Sent:** Friday, April 12, 2024 10:05 AM
**To:** Sch 2.2(a)(ii);
**Cc:** Sch 2.2(a)(ii) act.gov.au>; Sch 2.2(a)(ii) act.gov.au>; Sch 2.2(a)(ii), act.gov.au>
**Subject:** Letter of Variation- DISS

Good Morning Karen,

Please see attached the letter of variation for the contract titled Defence Industry Support Services.

As previously discussed we would like to extend the services of Sierra Rising Pty Ltd until 18 September 2024.

Please review, sign and return the signed copy in Attachment A to the Territory for the delegate to counter sign.

Thank you

Sch 2.2(a)(ii), Sch 2.2(a)(xi)
Sch 2.2(a)(ii) | Business and Innovation | Economic Development

T: Sch 2.2(a)(ii), Sch 2.2(a)(xi) E: Sch 2.2(a)(ii) g@act.gov.au

Chief Minister, Treasury and Economic Development Directorate | ACT Government

Constitution Place, 220 London Circuit, Canberra City | GPO Box 158 Canberra ACT 2601 | www.act.gov.au
Please note my core hours are 0800 – 1600

---

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

---

**From:** Defence ACT
**Sent:** Friday, 22 September 2023 4:27 PM
**To:** Sch 2.2(a)(ii)
**Subject:** RE: CM2023/3251 Response to RFQ

OFFICIAL

Good Afternoon Sch 2.2(a)(ii),

Thank you for your submission, please accept this as a received receipt.

We will be in touch shortly.

Thank you

Sch 2.2(a)(ii) Sch 2.2(a)(ii) Business and Innovation | Economic Development
T: Sch 2.2(a)(ii) E: Sch 2.2(a)(ii) @act.gov.au

Chief Minister, Treasury and Economic Development Directorate | ACT Government
Constitution Place, 220 London Circuit, Canberra City | GPO Box 158 Canberra ACT 2601 | www.act.gov.au
Please note my core hours are 0800 – 1600

Duplicate

**From:** Defence ACT
**Sent:** Thursday, 21 September 2023 4:07 PM
**Subject:** DISS RFQ CM2023/3251 - Additional Information

OFFICIAL

Good afternoon,

Some queries were received with regard to the Defence Industry Support Services RFQ. We are required to ensure that all applicants receive the same information, as such please find some additional information below:

1. Managing conflict of interest – if the applicant is concerned that there may be a conflict of interest, we recommend declaring it as part of your application and providing information as to how it would be managed.
2. Any responses received that suggests a price point outside of that indicated in the RFQ, will be deemed a compliant response and considered.

Thank you for your continued interest in the role, and we look forward to receiving your application.

With Gratitude,

Sch 2.2(a)(ii) | Sch 2.2(a)(ii)
Business and Innovation | Economic Development
Ph [redacted] | Sch 2.2(a)(ii) @act.gov.au
W: canberra.com.au

Chief Minister, Treasury and Economic Development Directorate | ACT Government
Constitution Place, 220 London Circuit, Canberra City | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

**From:** Sch 2.2(a)(ii)
**Sent:** Saturday, 9 September 2023 12:21 PM
**To:** Sch 2.2(a)(ii)
**Cc:** Sch 2.2(a)(ii)
**Subject:** RE: Procurement for Defence industry support services (CM2023/3251) - edits/queries

OFFICIAL: Sensitive

Hi Sch 2.2(a)(ii),

Thanks to you and Sch 2.2(a)(ii) for working through the changes. I've completed my review and the docs in TRIM are good to go from my perspective.

I've messaged [redacted] to let her know they are ready for her to take a look at on Monday.

Cheers
Sch 2.2(a)(ii)

---

**From:** Sch 2.2(a)(ii) @act.gov.au>
**Sent:** Friday, 8 September 2023 5:57 PM
**To:** Sch 2.2(a)(ii) @act.gov.au>
**Cc:** Sch 2.2(a)(ii) @act.gov.au>; Sch 2.2(a)(ii) act.gov.au>
**Subject:** RE: Procurement for Defence industry support services (CM2023/3251) - edits/queries

Oops I also wanted to mention that I left track changes in so you could see but please accept them, if you're happy with them, before you approve.

---

**From:** Sch 2.2(a)(ii), [redacted]
**Sent:** Friday, 8 September 2023 5:55 PM
**To:** Sch 2.2(a)(ii) act.gov.au>
**Cc:** Sch 2.2(a)(ii) @act.gov.au>; Sch 2.2(a)(ii), [redacted] @act.gov.au>
**Subject:** RE: Procurement for Defence industry support services (CM2023/3251) - edits/queries

Hi Sch 2.2(a)(ii),

Thank you. As discussed and you have seen, Sch 2.2(a)(ii) updated the documents addressing your comments (she hadn't seen the below email but has covered off on your queries). The only one I can't see in tracked changes is the risk assessment at Attachment D, so please let me know if that doesn't address your questions.

I have updated the RFQ as discussed with you and Sch 2.2(a)(ii). I also updated the brief to you as we had it as due today so I made it Tuesday when you return.

We currently don't list the 3 potential suppliers however we should Sch 2.2(a)(ii) know on Monday who the 3rd candidate will be.

Lastly, Sch 2.2(a)(ii) is aware of where Strat Pol is up to as they have been meeting with her separately. I met with them today and I'm meeting with them again on Monday. Sch 2.2(a)(ii) has also sent an email to all of us (B&I) of where they're up to.

Thanks,

Sch 2.2(a)(ii)

**From:** Sch 2.2(a)(ii) @act.gov.au>
**Sent:** Thursday, 7 September 2023 6:41 AM
**To:** Sch 2.2(a)(ii) @act.gov.au>
**Cc:** Sch 2.2(a)(ii) @act.gov.au>
**Subject:** Procurement for Defence industry support services (CM2023/3251) - edits/queries

OFFICIAL: Sensitive

Hi Sch 2.2(a)(ii),

Great work on updating this, particularly in relating the RFQ to services as opposed to a title (seamless!). I've got a few comments/questions then this should be good to go – I will socialise with Sch 2.2(a)(ii) briefly before signing given their engagement with the process.

**General**

- Do you know where Strat Pol is up to with the related briefing? Have you seen anything? I'm not sure if Sch 2.2(a) e is across where they are up to but would like to be able to advise.
- Can or should we say "up to 2" positions in the RFQ? Is there the possibility only one will end up doing the job and hence, would this terminology matter in the Statement of Requirements?

**Attachment A**

- I've made a few minor edits in mark-up and included one question in the doc – around whether we can say 2 "minimum" in terms of events/briefings etc.

**Attachment C**

- I've made a few minor edits in mark-up in the doc and posed one question around the $ value.
- Do we need to list the 3 potential suppliers under 'Procurement Method' or anywhere, for that matter? I notice such a list was included in the 2022 Procurement Plan Minute.

**Attachment D – Checklist**

- I've included a couple of questions/suggestions against some of the "Unknown" responses to 'Sourcing Phase' questions.

Please let me know your advice – on most of these I do not know and am genuinely asking the question. Once these have been addressed I'll socialise with S and we can keep the package moving.

Thanks again to you and Sch 2.2(a)(ii) for all your work on this.

Cheers
Sch 2.2(a)(ii)

**From:** Sch 2.2(a)(ii)
**Sent:** Tuesday, 17 October 2023 2:46 PM
**To:** Sch 2.2(a)(ii)
**Cc:**
**Subject:** RE: DISS signed contract

OFFICIAL

Hi,

I have added the contract to the container, Hugh let me know if you would like me to complete your step in TRIM.

I have also sent the contract to Karen.

Thanks
Sch 2.2(a)(ii)

---

**From:** Sch 2.2(a)(ii) @act.gov.au>
**Sent:** Tuesday, October 17, 2023 2:40 PM
**To:** Sch 2.2(a)(ii) @act.gov.au>
**Cc:** Sch 2.2(a)(ii) @act.gov.au>; Sch 2.2(a)(ii) @act.gov.au>
**Subject:** DISS signed contract

Hi Sch 2.2(a)(ii),

Please see attached executed contract Sch 2.2(a)(ii) has now signed it and I have witnessed. Can you please save it into the TRIM container and Sch 2.2(a)(ii), Sch has asked once that is done that you complete his step in TRIM (I have witnesses!) please.

Can you also please send a copy back to Sch 2.2(a)(ii)

Thanks,

Sch 2.2(a)(ii)
Sch 2.2(a)(ii)
Phone: Sch 2.2(a)(ii) | Email: Sch 2.2(a)(ii) @act.gov.au | Website: canberra.com.au
**Business and Innovation | Economic Development | Chief Minister, Treasury and Economic Development Directorate**
220 London Circuit, Canberra City, 2601 | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

**From:** Sch 2.2(a)(ii)
**Sent:** Wednesday, 6 March 2024 6:15 PM
**To:** Sch 2.2(a)(ii)
**Cc:**
**Subject:** RE: DISS Extension

OFFICIAL

Hi Sch 2.2(a)(ii),

As Hugh mentioned this afternoon on Mteams, Sch 2.2(a)(ii) has given in-principle support to extending DISS until mid-August. It is no longer September.

This is an update to the key points I provided for your brief. In the spirit of keeping everything on the one platform and connected – see below advice for your brief/minute.

The extension of DISS aligns with our current timeframe to appoint an Advocate by mid-August. This approach ensures smooth transition of support to our local industry, especially in preparation Team Canberra participation at Landforces in September and Military Communications and Information Systems Conference (MilCIS) in November 2024. And before Caretaker commencement on 13 September.

Hope that clarifies what to put in the brief. Reach out if you need anything else 😊

Sch 2.2(a)(ii)

---

**From:** Sch 2.2(a)(ii)
**Sent:** Wednesday, March 6, 2024 11:18 AM
**To:** Sch 2.2(a)(ii) @act.gov.au>
**Cc:** Sch 2.2(a)(ii) @act.gov.au>
**Subject:** DISS Extension

OFFICIAL

Hi Sch 2.2(a)(ii),

As discussed, you are writing the DISS extension brief for Kate.

Some key source references for you to research as part of writing your brief are:

- CMTEDD2023/4400 – CM brief to establish an Advocate and put in place DISS services as an interim measure.
- CM2023/5585 –minute for contract with Sierra Rising for DISS
- CMTEDD2023/5203 – caveat brief for Minister to inform of the DISS contract with Sierra Rising arrangement -November 2023
- CM2024/223 - recent brief to Sch 2.2(a)(ii) – where the DDG agreed to recruit Advocate. It mentions the contract with Sierra Rising for DISS on 17 October 2023 remains in force until 16 April 2024. It includes a contract

extension option of six months. It details the financial considerations – which will be important to clarify to Kate for the extension.

There's also a great sentence in the brief about why we need to make sure we avoid a period where there isn't any support. *Significant reputational risk for the ACT Government may arise from having no Advocate or defence industry support services for ACT defence and advanced technology businesses, to assist them in leveraging investment opportunities from the Australian Government. Local industry has come to rely on the Team Canberra presence at national conferences/expositions for this, and the connections that the Advocate position can facilitate.*

I don't remember – but you will need to check when caretaker begins in September. Our extension should end before caretaker begins.

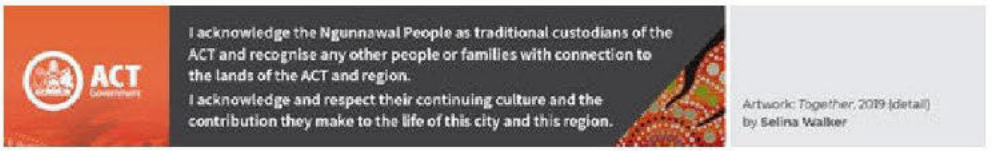
Key points to weave into the minute/brief for Kate to approve the DISS extension:

- DISS was established as an interim measure. It's been in place since October until 16 April, with a six month extension option.
- Kicked off recruitment of Advocate. Our current timeframe indicates the appointment of an Advocate by mid-August.
- We are seeking to extend the DISS until [insert date] September 2024 to ensure smooth transition of support to our local industry, especially in preparation Team Canberra participation at the Military Communications and Information Systems Conference (MilCIS) in November 2024.
- Make the point that the proposed end date is also before start of the caretaker period.
- B&I will negotiate an extension with a specific option for the Territory to terminate the contract earlier than the end date, should the Advocate be appointed any earlier.
- How will much the extension cost? Let me know if you need a hand with that. As mentioned above, there is a fair bit in CM2024/223 to cover how we will fund the additional cost.

Trust this helps,

Sch 2.2(a)(ii)

Email: Sch 2.2(a)(ii)@act.gov.au | Website: canberra.com.au | Phone: Sch 2.2(a)(ii)
**Business and Innovation | Economic Development | Chief Minister, Treasury and Economic Development Directorate**
220 London Circuit, Canberra City, 2601 | GPO Box 158 Canberra ACT 2601 | www.act.gov.au



**From:** Sch 2.2(a)(ii)
**Sent:** Thursday, 11 April 2024 5:27 PM
**To:** Sch 2.2(a)(ii)
**Cc:**
**Subject:** URGENT sorry - DISS extension by email as TRIM upgrading
**Attachments:** Internal Minute- Extension of the Defence Industry Support Services contract.docx; Attachment A- Letter-of-Variation- Sierra Rising Pty Ltd.docx

**Importance:** High

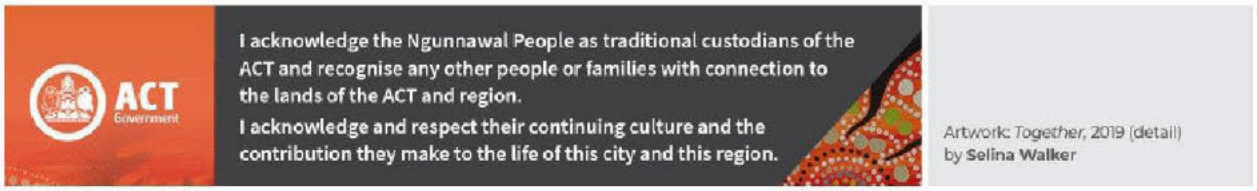
Hi Sch 2.2(a)(ii),

Please see attached as discussed. So sorry it is coming to you this urgently, the contract expires on Tuesday and we'll need to get this to Sch 2.2(a)(ii), S on Monday, so she can get it back to us on Monday.

TRIM upgrading but if you "sign" the Minute and send it back to me by email I will replace the documents in TRIM.

Kind regards,

Sch 2.2(a)(ii)
Sch 2.2(a)(ii)
Phone: Sch 2.2(a)(ii) | Email: Sch 2.2(a)(ii) n@act.gov.au | Website: canberra.com.au
**Business and Innovation | Economic Development | Chief Minister, Treasury and Economic Development Directorate**
220 London Circuit, Canberra City, 2601 | GPO Box 158 Canberra ACT 2601 | www.act.gov.au



ACT Government

10/04/2024

**Sierra Rising Pty Ltd**
**Karen Schilling**
**10 Lutana Street, Lyons, ACT 2606 Australia**
**Karen.Schilling@sierrarising.com.au**

| | |
|---|---|
| **Contract Name:** | **Defence industry support services** |
| **Contract Number:** | **PICM0001121** |

## AGREEMENT TO VARY CONTRACT

Dear Ms Karen Schilling

We write in relation to the Defence industry support services (Contract) between the AUSTRALIAN CAPITAL TERRITORY, represented by Chief Minister, Treasury and Economic Development (Territory) and Sierra Rising Pty Ltd dated 17 October 2023.

The Contract allows for an extension of Sierra Rising Pty Ltd services for up to an additional six (6) months. The contract may be varied by the written agreement of the parties prior to the expiration of the contract (16 April 2024).

The Territory proposes to vary the Contract, with the variation taking effect from 16 April 2024 to 18 September 2024.

The variation is as set out below.

**Variation/s:**

(1) Item 1 The contract term of 16 April 2024 is replaced with the following:

Item 2 TERM The Commencement Date is 16/04/2024.
The Term of this contract is until 18/09/2024.

Item 3 DUTIES

- Provide the ACT's small and medium businesses with advice and mentoring enabling them to navigate the defence, cyber and space industries.
- Create connections and provide opportunities for the ACT's small and medium businesses to meet with customers and decision-makers.
- Provide access to relevant Defence networks for industry and the ACT Government.
- Represent the ACT at monthly Defence state and territory meetings.
- Work with the ACT Government Key Sectors team to support Industry.
- Meet with relevant industry stakeholders.

- Attend Team Canberra events including Land Forces 2024 to host the ACT Government stand and facilitate introductions between senior decision makers and local businesses.

(2) Item 1 CONTRACT PRICE AND PAYMENT is deleted and replaced with the following:

| | Services Period | End Date | No. Days | Ex GST | GST | Incl GST |
|---|---|---|---|---|---|---|
| Invoice 7 | Apr-24 | 3/05/2024 | 7 | 8,750.00 | 875.00 | 9,625.00 |
| Invoice 8 | May-24 | 31/05/2024 | 2 | 2,500.00 | 250.00 | 2,750.00 |
| Invoice 9 | Jun-24 | 28/06/2024 | 10 | 12,500.00 | 1,250.00 | 13,750.00 |
| Invoice 10 | Jul-24 | 2/08/2024 | 7 | 8,750.00 | 875.00 | 9,625.00 |
| Invoice 11 | Aug-24 | 30/08/2024 | 9.5 | 11,875.00 | 1,187.50 | 13,062.50 |
| Invoice 12 | Sep-24 | 18/09/2024 | 12 | 15,000.00 | 1,500.00 | 16,500.00 |
| **TOTAL** | | | **47.5** | **59,375.00** | **5,937.50** | **65,312.50** |

In order for these amendment/s to take effect, please indicate your agreement by signing and returning a scanned copy of this letter to the Territory by no later than 15 April 2024 at the following email address:

defenceACT@act.gov.au

Upon executing the letter, the Territory will promptly return a fully executed copy to you.

Please note that there will be no legally enforceable change in relationship between the parties or additional payments made until the execution of this letter by a duly authorised officer of the Territory. Please also note that the party who signs the letter last is the party that dates the letter; **do not** date the letter when signing.

If you have any queries in relation to this variation please contact your Territory Contract Manager.

Yours sincerely

Sch 2.2(a)(ii)

Territory Contract Manager

12/04/2024

Date

**The Contractor agrees to the variation/s described in this letter:**

**SIGNED** for and on the behalf of Sierra Rising Pty Ltd ABN: 73 662 784

.....

Signature of director/authorised officer/individual

.....

Print name

in the presence of:

.....

Signature of director/secretary/witness

.....

Signature of second authorised officer*

.....

Print name

.....

Print name and position

**SIGNED AS A CONTRACT ON**.....

**SIGNED** for on behalf of the **AUSTRALIAN CAPITAL TERRITORY**

.....

Signature of Territory delegate

in the presence of:

.....

Print name

.....

Signature of witness

.....

Print name

**Subject:** Defence Industry Support Services- Individual Review

**Start:** Tue 26/09/2023 10:30 AM
**End:** Tue 26/09/2023 11:00 AM
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** Defence ACT
**Required Attendees** Sch 2.2(a)(ii)

Hi,

We have received our application/s if you would like to review the RFQ that was distributed WIRE: CM2023/3251 - GOVERNMENT & STAKEHOLDER RELATIONS - Contract Management - Procurement for Defence industry support services 2023-2024

Otherwise please see documents attached for COI, Confidentiality, your individual worksheet and the application. Please upload your COI and confidentiality forms here WIRE: CM2023/5412 - GOVERNMENT & STAKEHOLDER RELATIONS - Contract Management - Defence Industry Support Services 2023- Panel assessment

Thanks
Sch 2.2(a)(ii)

**From:** Sch 2.2(a)(ii)
**Sent:** Monday, 25 September 2023 10:27 AM
**To:** Sch 2.2(a)(ii)
**Subject:** Defence Industry Services

OFFICIAL

Hi Sch 2.2(a)(ii),

The RFQ information for the Defence Industry Services is WIRE: CM2023/3251 - GOVERNMENT & STAKEHOLDER RELATIONS - Contract Management - Procurement for Defence industry support services 2023-2024

Thanks

Sch 2.2(a)(ii) Business and Innovation | Economic Development
T: Sch 2.2(a)(ii) E: Sch 2.2(a)(ii) g@act.gov.au

Chief Minister, Treasury and Economic Development Directorate | ACT Government
Constitution Place, 220 London Circuit, Canberra City | GPO Box 158 Canberra ACT 2601 | www.act.gov.au
Please note my core hours are 0800 – 1600

**From:** Defence ACT
**To:** Sch 2.2(a)(ii)
**Subject:** Request for Quotation- Defence industry support services- Due 22 September 2023
**Date:** Friday, 15 September 2023 3:29:00 PM
**Attachments:** RFQ Statement of Requirement - Defence industry support services 2023-2024.DOCX
PICM0001121- RFQ Supplier Response Form.docx
**Importance:** High

---

OFFICIAL: Sensitive

Dear Sch 2.2(a)(ii),

Thank you for your interest in the Request for Quotation (RFQ) for Defence industry support services.

Attached to this email is:

- the RFQ Statement of Requirement; and
- the RFQ Supplier Response form.

Please note, as identified in the Statement of Requirement the closing date for responses is Friday 22 September 2023 with the closing date for questions by Wednesday 20 September 2023. If the closing date is a concern please contact the contact officer ASAP.

Do not hesitate to contact us if you have any questions or wish to clarify anything.

**Defence ACT** | Business and Innovation | Economic Development
E: DefenceACT@act.gov.au
Chief Minister, Treasury and Economic Development Directorate | ACT Government
Constitution Place, 220 London Circuit, Canberra City | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

**From:** Defence ACT
**To:** Sch 2.2(a)(ii)
**Subject:** Request for Quotation- Defence industry support services- Due 22 September 2023
**Date:** Friday, 15 September 2023 3:29:00 PM
**Attachments:** RFQ Statement of Requirement - Defence industry support services 2023-2024.DOCX
PICM0001121- RFQ Supplier Response Form.docx
**Importance:** High

---

OFFICIAL: Sensitive

Dear Sch 2.2(a)(ii),

Based upon your previous interest we were wondering if you would like to consider the Request for Quotation (RFQ) for Defence industry support services.

Attached to this email is:

- the RFQ Statement of Requirement; and
- the RFQ Supplier Response form.

Please note, as identified in the Statement of Requirement the closing date for responses is Friday 22 September 2023 with the closing date for questions by Wednesday 20 September 2023. If the closing date is a concern please contact the contact officer ASAP.

Do not hesitate to contact us if you have any questions or wish to clarify anything.

**Defence ACT** | Business and Innovation | Economic Development
E: DefenceACT@act.gov.au
Chief Minister, Treasury and Economic Development Directorate | ACT Government
Constitution Place, 220 London Circuit, Canberra City | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

**From:** Defence ACT
**To:** Sch 2.2(a)(ii)
**Subject:** Defence Industry Support Services- Panel review
**Attachments:** 4a Source - QET Evaluation Worksheet.docx
4b Source - QET Evaluation Report.docx
Sierra Rising PICM0001121- RFQ Supplier Response Form.pdf

---

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting <https://teams.microsoft.com/l/meetup-

Sch 2.2(a)(xi)

Meeting ID: Sch 2.2(a)(xi)
Passcode: Sch 2.2(a)(xi)s

Download Teams <https://www.microsoft.com/en-us/microsoft-teams/download-app> | Join on the web <https://www.microsoft.com/microsoft-teams/join-a-meeting>

<https://www.act.gov.au/__data/assets/image/0004/492997/actgovlogoprint.png>

Learn More <https://aka.ms/JoinTeamsMeeting> | Help <https://www.act.gov.au/help> | Meeting options <https://teams.microsoft.com/meetingOptions/?organizerId=d68486cc-b69a-44ff-a455-a6f6309fbaa0&tenantId=b46c1908-0334-4236-b978-585ec88c4199&threadId=19_meeting_ZDJjMDhlZDItNWRiYS00YmY1LTk0YTEtMDhmZWYzN2EyOTQ2@thread.v2&messageId=0&language=en-US> | Legal <https://www.act.gov.au/disclaimer>

---

**From:** Defence ACT
**To:** Sch 2.2(a)(ii)
**Subject:** Defence Industry Support Services- Individual Review
**Attachments:** 3a Source - QET Confidentiality Undertaking.docx
3b Source - QET Conflict of Interest Disclosure.docx
3c Source - QET Individual Evaluation Worksheet.docx
CM20233251 Response to RFQ.msg

---

Hi,

We have received our application/s if you would like to review the RFQ that was distributed WIRE: CM2023/3251 - GOVERNMENT & STAKEHOLDER RELATIONS - Contract Management - Procurement for Defence industry support services 2023-2024 <http://wire/?urilist=1r10630696>

Otherwise please see documents attached for COI, Confidentiality, your individual worksheet and the application. Please upload your COI and confidentiality forms here WIRE: CM2023/5412 - GOVERNMENT & STAKEHOLDER RELATIONS - Contract Management - Defence Industry Support Services 2023- Panel assessment <http://wire/?urilist=1r11028773>

Thanks

Sch 2.2(a)(ii)

**From:** Sch 2.2(a)(ii)
**Sent:** Friday, 13 October 2023 2:59 PM
**To:** Sch 2.2(a)(ii)
**Cc:**
**Subject:** Defence Industry Support Services contract

OFFICIAL

Good afternoon Sch 2.2(a)(ii),

We have received the Defence industry support services contract back from Karen. I have added it to WIRE: CM2023/5521 - GOVERNMENT & STAKEHOLDER RELATIONS - Contract Management - Defence Industry Support Services - EBM Approval Container, It is sitting with Anneliese to clear and then will be ready for your signature as the delegate.

Thank you

Sch 2.2(a)(ii) Business and Innovation | Economic Development
T: Sch 2.2(a)(ii) E: Sch 2.2(a)(ii) g@act.gov.au

Chief Minister, Treasury and Economic Development Directorate | ACT Government
Constitution Place, 220 London Circuit, Canberra City | GPO Box 158 Canberra ACT 2601 | www.act.gov.au
Please note my core hours are 0800 – 1600